



Variable Electricity Supply Agreement Pennsylvania

New:	Renewal:	CUSTOMER INFORMATION		SPR :	
Customer/Contact Name:			Account/EDC Name:		
Billing Address:			Service Address:		
City:	State:	Zip Code:	City:	State:	Zip Code:
Telephone:	Cell Number:		Utility/ESCO:	E-mail: (Required):	
Rate Class	Tax-exempt:	Yes No	Tax Exempt #	Rewards:	Yes No
PECO Account # _____			Pennsylvania Power & Light Account # _____		

Fixed at	/kWh	TERM:	Months	Start Date:	End Date:	Variable 1st month at	/ kWh
Variable/Fixed Electric Generation Supplier Contract Summary							
Electric Generation Supplier Information	Marathon Power LLC, 868 39 th Street Brooklyn NY 11232, 1-718-435-2000 or 1-888-779-7255 www.mecny.com Marathon Power LLC is responsible for all electricity supply charges.						
Generation/Supply Price	Variable Rate 1 st billing cycle's rate is _____ per kWh. Rate will change monthly.						
Price Structure	Variable Rate –The variable price shall be based on market prices in the PJM Service Area for Day Ahead and Balancing Energy, Transmission Services, Congestion & Losses, Ancillary Services, Locational Reliability charges, ARR Credits, State required Renewable Portfolio Standards and company margin.						
Statement Regarding Savings	Marathon Power LLC does not offer Utility Price Matching or guarantee savings. Marathon Power's supply price may not always provide savings to the customer.						
Deposit Requirements	No deposit.						
Contract Start Date	Start date for all customers will be the assigned date from the Electric Distribution company.						
Contract Term/Length	Variable Rate this contract is for a 1 month (1 billing cycle) and renewed on a monthly basis. Fixed Service is for 12 months, unless otherwise specified above.						
Incentives Rewards Program	The Program is open to all current Marathon customers in good-standing, 18 years of age or older. Each Customer must enroll manually for the points program online at www.mecny.com it will not be done automatically with the opening of an account. Points are earned post enrollment (not retroactively). Rewards points are earned based on payments received and are redeemable by current Customers; points not used or redeemed prior to termination are forfeited upon the closing of the account; if account becomes inactive according to Marathon, points not used or redeemed prior to such date are also forfeited. Marathon reserves the right to adjust credit or debit any points that may have been applied erroneously. Any and all adjustments are up to the sole discretion of Marathon, its subsidiaries and affiliates.						
Cancellation/Early Termination Fees	No early termination fee for variable rate service. Customer may cancel this agreement by calling 1-888-779-7255 at any time before midnight of the 3rd business day after receiving this disclosure . Fixed rate service the projected amount of electricity to be consumed by you for the remainder of the current Term multiplied by the difference between the Fixed price in effect for the remainder of the current Term and the price at which Marathon can sell such electricity following the termination; However, for all residential customers and commercial customers solicited through door-to-door marketing, the Fee will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.						
Renewal Terms	After Initial Term, unless otherwise agreed to, agreement shall renew into a variable rate, unless canceled in writing. For more details see Section 2 – Term.						
Electric Distribution Company Information (EDC)	The EDC will respond to leaks and emergencies. In the event of a leak, service interruption, outage or other emergency, Customer should immediately call LDC and emergency personnel. Pennsylvania Power & Light (PPL) 1-800-342-5775 www.pplelectric.com PECO Energy (PECO)1- 800-841-4141 www.peco.com						
Special Comments:							

IN WITNESS WHEREOF: Customer and Marathon hereby agree to and accept all Terms & Conditions set forth on the back of this page and incorporated herein and have caused this Agreement to be executed as of the _____ day of _____, 201_____

For Marathon Power, LLC:

For Customer:

Sales Representative Signature & Printed Name

Customer's Signature & Printed Name & Title

Office Use Only:	Legacy ID:	AD:	SC:	OC:	Date:
Marathon reserves the right to reject any agreement that proves to be unacceptable upon Marathon's Internal Review.					
Marathon will only notify said customer if the agreement is not accepted.					

In the case of telephonic acceptance such execution or acceptance shall be deemed provided pursuant to the methods authorized under PA Public Utility Code Chapter 111.



Terms & Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between Marathon Power, LLC ("Marathon" or "EGS") and the undersigned customer ("Customer") under which Customer authorizes a change in Customer's Electric Generation Supplier and agrees to obtain electric generation supply service from Marathon (the "Agreement"). Subject to the terms and conditions of this Agreement, Marathon agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Marathon, necessary to meet Customer's requirements based upon consumption data obtained by Marathon or the delivery schedule of the Local Distribution Utility (the "EDC"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Marathon or the EDC's delivery schedule. The EDC will continue to deliver electricity supplied by Marathon. Marathon sets the generation prices and charges that the customer will pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Marathon is licensed by the Pennsylvania Public Utility Commission ("PUC" or "Commission") to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-XXXX-XXXXXX.

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of EGS is deemed effective by the EDC, and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). If service start date is delayed for any reason through no fault of Marathon Energy (blocked account, customer delay), then end date will be adjusted to the originally intended service end date. Upon completion of the Initial Term this Agreement will automatically renew into a variable rate for 12 months, every 12 months thereafter, unless canceled in writing. Marathon will send you two advance written notices either in our bills or in separate mailings between 45 and 90 days before either the expiration date or the effective date of any changes. We will explain your options in these two advance notices. Marathon will send Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). While receiving service on a month-to-month basis, Customer or Marathon may cancel or terminate this Agreement if 30 days' advance written notice of termination is provided to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a Variable Price per kWh which shall each month reflect the cost of electricity (including energy, UFE losses, capacity, balancing, settlement, and ancillaries), related transmission and distribution charges, and other plus all applicable taxes, fees, charges or other assessments and Marathon's costs, expenses and margins; The variable price shall be based on market prices in the PJM Service Area for Day Ahead and Balancing Energy, Transmission Services, Congestion & Losses, Ancillary Services, Locational Reliability charges, ARR Credits, State required Renewable Portfolio Standards and company margin. Marathon reserves the right to pass through as a separate charge, per kWh, for deviation in weather or severe weather circumstances which may in turn significantly impact Marathon's costs. Once Customer's account has been enrolled and the Utility has identified a different service class, Marathon reserves the right to adjust the account according to utility rate classification at current corresponding price plan. For customers on Capped/Fixed/Index electricity products, Marathon reserves the right to adjust Capacity charges to the extent that actual Capacity costs deviate from forecasted costs at the time of enrollment. "Generation Charge" is the charge for production of electricity. "Transmission Charge" is the charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. "Avoided Energy Cost" refers to a calculation, determined for the load zone applicable to the Customer. "Net energy metering" measures the reverse flow of electricity so as to register the difference between the electricity supplied to the Customer and the electricity provided to the Company by the Customer's generating equipment. Credits will be determined and applied by Utility, as appropriate, to each time period. Marathon Power is not responsible for reconciling net energy and/or applying net energy credits to the Customer or calculating the Customer's Avoided Energy Costs. The Customer must notify Marathon Power, LLC of their generation and net metering equipment, if any, prior to enrollment or, once enrolled, Customer must provide sixty (60) days written notification to Marathon Energy prior to installation of net metering equipment. Marathon Energy reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. The Services you purchase from Marathon will be included in your Utility monthly bill. The undersigned Customer agrees to pay each invoice in full within twenty (20) days of the invoice date. It is agreed that the entire outstanding balance shall become due and payable upon a default in payment of any invoice. If any invoice is not paid when due, Customer further agrees to pay (1) interest in the amount of 1.5% per month, which shall continue to accrue in collections, on any past due balance and (2) all costs of collection, including reasonable attorneys' fees (even if suit is filed) and reasonable collection agency fees, whether contingency-based fees or otherwise. Marathon may delay in enforcing its rights and/or accept late payments, partial payments or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. In the event of failure to remit payment when due as set forth in this Agreement, Marathon reserves the right to cease delivery of energy immediately if it is determined that Customer is not strictly adhering to these payment terms, and reserves the right to pursue and collect any and all damages from Customer for un-delivered energy from this Agreement. Customer will receive a bill for the service provided by Marathon, unless the EDC provides a consolidated bill for both commodity and delivery service. Marathon may assign and sell the Customer's accounts receivable to the EDC. A \$30 fee will be charged for all returned payments. During the enrollment process, if the Utility identifies a different service class as originally contracted, Marathon reserves the right to adjust the account according to utility rate classification at the current corresponding price. Marathon reserves the right to pass through as a separate charge, per kWh fee, for deviation in weather or severe weather circumstances which may in turn significantly impact Marathon's costs. For customers on Capped/Fixed/Index electricity products, Marathon reserves the right to adjust Capacity charges to the extent that actual Capacity costs deviate from forecasted costs at the time of enrollment. Transportation Adjustment Clause (TAC): Due to changes in the capacity release programs from the EDC, there has been a shift in the TAC charge. When implemented by the EDC, the charges will be shifted to the Customer's transportation bill to their supply portion. The contract rate quoted on this contract under "contract price" does not include the transfer in costs. These costs will be added to the supply charge. For Capped/Fixed/Index+ price service if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by ten percent or more, Additionally, if there is a material adverse change in the business or financial condition of Customer (as determined by Marathon at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Marathon may terminate this Agreement in accordance with the provisions of Section 6 of this Agreement. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Marathon terminates this Agreement due to Customer's breach, the Customer shall pay Marathon, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the Capped/Fixed/Index+ price set forth in this Agreement and the calculation by Marathon of the Capped/Fixed/Index+ price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages. Marathon Power LLC does not guarantee savings with this enrollment. Customer has been advised of all risks associated by signing this contract.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Marathon. Marathon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. This agreement is the entire understanding between Marathon Energy and the customer; no oral statements are effective.

5. Information Release Authorization. Customer authorizes Marathon to obtain and review "Customer Information" which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak demand and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Marathon 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 Marathon. 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 to Marathon or by calling Marathon at 1.888.779.7255. Marathon reserves the right to terminate this Agreement pursuant to the provisions of Section 6 of this Agreement.

6. EGS Termination Rights. The services provided by Marathon to Customer are governed by the terms and conditions of this Agreement. Marathon shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Marathon will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) 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. Switching to a competitive EGS is not mandatory and Customer has the option of remaining with the EDC for basic electric service. You may contact the EDC customer service at: PPL Electric-Pennsylvania Power & Light (PPL) 1-(800) 342-5775, PECO Energy (PECO) 1-(800)494-4000 or Pennsylvania Public Service Commission (PUC) 1-888-PUC-FACT or 1-800-782-1110.

7. Agency. Customer hereby designates Marathon as agent to; (a) arrange and administer contracts and service agreements between Customer and Marathon and those entities including PJM engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery. Marathon as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Delivery Point for the electricity will be a point at the PJM Marathon load bus. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

8. Title. Customer and Marathon agree that title to, control of, and risk of loss to the electricity supplied by Marathon under this Agreement will transfer from Marathon to Customer at the Delivery Point(s). Marathon will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

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

10. Force Majeure. Marathon will make commercially reasonable efforts to provide electricity hereunder but Marathon does not guarantee continuous supply electricity to Customer. Certain causes and events out of the control of Marathon ("Force Majeure Events") may result in interruptions in service. Marathon will not be liable for any such interruptions caused by a Force Majeure Event, and Marathon 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, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Marathon's control.

11. Liability. The remedy in any claim or suit by Customer against Marathon 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 Marathon 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 to this Agreement.

12. Marathon Contact Information. Customer may contact Marathon's Customer Service Center at 1.888.779.7255, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to: Marathon Energy, 868 39th Street, Brooklyn NY 1123; email us at customerservice@mecny.com.

13. Dispute Resolution. In the event of a billing dispute or a disagreement involving Marathon's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Marathon by telephone or in writing as provided above. When Marathon receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry with a supervisor, who will review the matter and respond to the customer within five (5) business days. If the Customer is not satisfied with the Marathon response, Marathon will advise the Customer that the Customer can contact the Pennsylvania Public Utility Commission at 1-800-692-7380, to request an alternate dispute resolution procedure or file a formal complaint. Upon receipt of a complaint forwarded by the Commission or other governmental agency, Marathon will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the final resolution of the complaint.

14. 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 the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

15. 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 Marathon's net income, shall be paid by Customer, and Customer agrees to indemnify Marathon and hold Marathon harmless from and against any and all such taxes. 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.

16. Regulatory Changes. 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 ("Regulatory Change") which impacts any term, condition or provision of this Agreement including but not limited to price, Marathon shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

17. Emergency Service. The EDC will respond to leaks and emergencies. In the event of a leak, service interruption, outage or other emergency, Customer should immediately call EDC and emergency personnel at: Pennsylvania Power & Light (PPL) 1-(800) 342-5775 or PECO Energy (PECO) 1-(800) 494-4000.

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

20. Rewards Program. The Program is open to all current Marathon customers in good-standing, 18 years of age or older. Each Customer must enroll manually for the points program online at www.mecny.com - it will not be done automatically with the opening of an account. Points are earned post enrollment (not retroactively). Rewards points are earned based on payments received and are redeemable by current Customers; points not used or redeemed prior to termination are forfeited upon the closing of the account; points not used or redeemed prior to such date are also forfeited. Marathon reserves the right to adjust credit or debit any points.

