



Rushmore Energy, LLC
54 Sugar Creek Center Blvd.
Suite 200
Sugar Land, TX 77478

Secretary
Pennsylvania Public Utility Commission
400 North Street, Keystone Building
Harrisburg, PA 17120
via eFiling

October 7, 2020

Rushmore Energy, LLC – Application Supplement – Docket A-2020-3021253

Dear Secretary Chiavetta and Staff:

Per Staff guidance, please find enclosed updated application materials for Rushmore Energy, LLC to be a Natural Gas Supplier in the Commonwealth of Pennsylvania. An updated version of Exhibit 9 – Disclosure Statement is being submitted for review.

Should there be any issues or further obligations, you can contact me via email at rafiq.dhanani@rushmoreenergy.com or by telephone at 800-590-7295 x102. As always, your continued assistance is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Rafiq Dhanani".

Rafiq Dhanani
Vice President
Rushmore Energy, LLC

Exhibit 9 – Disclosure Statement
(Updated)

Rushmore Energy, LLC submits the following disclosure statement and contract summary forms for consideration.

This attachment is a supplement to the previously filed Exhibit 9.



Pennsylvania Residential Disclosure Statement and Terms of Service

This is an agreement for natural gas commodity supply service between Rushmore Energy, LLC (Rushmore Energy) and you, for the service address or addresses set forth in your Natural Gas Service Agreement and confirmed in your welcome letter. Together, this Disclosure Statement, including the terms of service set forth herein, and your Natural Gas Service Agreement collectively describe your agreement with respect to your purchase of natural gas supply service from Rushmore Energy (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Rushmore Energy is licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas supply services in Pennsylvania. Our PUC license number is _____. Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution or delivery prices and services.

Definitions

- Natural Gas Distribution Company (NGDC) – A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer (Formerly called local distribution company).
- Natural Gas Supplier (NGS) – An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.
- Distribution Charges – The charges for the delivery of natural gas from the point of receipt into the NGDC's system.
- Pennsylvania Public Utility Commission (PUC) – The State regulatory agency that provides oversight, policy guidance, and direction to public utilities and suppliers.
- Commodity Charges – The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

Right of Rescission - You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by calling (800) 590-7295 during business hours (Monday-Friday, 9:00am - 5:00pm EST), by sending an email to ContactUs@RushmoreEnergy.com, or by writing to Rushmore Energy at the address listed below in Section 15.

Terms of Service

1. Basic Service Prices.

(a) Fixed Rate. If your rate is a fixed rate, you will pay the fixed rate set forth in your Natural Gas Service Agreement and confirmed in your welcome letter during the term specified in your Natural Gas Service Agreement, plus the base monthly fee, if any. Refer to the Contract Summary page for the price you will pay. This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax.

(b) Variable Rate. If your rate is a variable rate, your rate for natural gas supply service provided under this Agreement may change each month based upon wholesale market conditions as they exist at the time. Rushmore Energy will charge you for all natural gas billed by your NGDC at a variable rate, based upon the wholesale cost of natural gas based on the NYMEX index (including commodity, capacity, storage, and balancing), transportation to the delivery point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and our costs, expenses, and margins. There is no limit on how much the price may change from one billing cycle to the next. You will be notified of the price when you receive your monthly bill. Rushmore Energy does not pay or arrange for the payment of any outstanding debts owed by you to the NGDC or any previous NGS. Refer to the Contract Summary for the price you will pay for the first billing cycle.

This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Rushmore Energy with the necessary certificates and other documentation to qualify for such status. More information about this variable price product, including what this price has been for the past 24 months, can be found at www.RushmoreEnergy.com or you can call (800) 590-7295. Historical pricing is not indicative of present or future pricing.

2. Billing. You will receive a single bill from your NGDC that will include both your Commodity Charge and your Distribution Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Rushmore Energy will use the same meter reading information from the NGDC to derive your Commodity Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the NGDC's tariff.

3. Length of Agreement. With the exception of a new meter installation or special meter reading date, you will buy your natural gas supply service for the service addresses set forth in your Natural Gas Service Agreement from Rushmore Energy, beginning on the date set by your NGDC, and will continue for the duration of the term specified in your Agreement (the Term) and confirmed in your welcome letter. The Term is also available on the Contract Summary page. This Agreement shall remain in effect unless cancelled per Section 5 below. If your Agreement does not have a set duration, it will continue on a month-to-month basis until cancelled by either you or RushmoreEnergy. Upon cancellation, this Agreement will end on a date set by your NGDC in accordance with its rules.

4. Penalties, Fees and Exceptions.

Fixed Rate Contracts. If you cancel this Agreement prior to the end of the Term, you will be subject to an early cancellation fee. The fee is \$5.00 for each month remaining in the Term.

If your Agreement includes a base monthly fee it will be stated on the Contract Summary. Also see Section 1(a) above. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early cancellation fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment. If

you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees, and court costs, incurred in connection with the collection of delinquent balances. Rushmore Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

Variable Rate Contracts: None.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the third business day after receiving this Agreement by contacting us as outlined in Section 15 below. After the third business day after receiving this Agreement, you may cancel this Agreement at any time by calling Rushmore Energy at (800) 590-7295, but you will be required to pay the early cancellation fee described in Section 4 above if you cancel prior to the expiration of the Term of this Agreement. You may also cancel this Agreement without penalty if you move to a location outside the NGDC service area and provide reasonable evidence, if required, that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will take effect on a date set by the NGDC. You will be responsible for all payments due hereunder until the cancellation of natural gas supply service is completed. If for any reason Rushmore Energy is no longer able to economically continue this Agreement, Rushmore Energy may cancel this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Rushmore Energy if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Rushmore Energy is or becomes untrue. Rushmore may also cancel this Agreement if your NGDC is unable to read your meter or Rushmore is unable to bill you for consecutive months. If this Agreement is canceled or expires, you will receive uninterrupted service from the NGDC until you designate another provider of natural gas supply service or service is shut off by the NGDC. Only the NGDC may shut off your energy.

6. Agreement Expiration/Change in Terms. If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Rushmore Energy will provide written notice to you, free of charge, and a copy of any material change to this Agreement prior to the date any such change becomes effective. Upon receipt of written notice of a material change, you may cancel this Agreement without penalty prior to the date such change becomes effective. **If we do not receive a response by the end of your Term, we may return you to utility standard service, or you may be automatically placed on our then current, month-to-month product and pricing. After being placed on our month-to-month product, you may cancel service with Rushmore at any time, without penalty, according to the rules of your NGDC.**

7. Information Release and Authorization. You designate Rushmore Energy as your authorized agent and hereby authorize Rushmore Energy to obtain natural gas usage history. Acceptance of this Agreement is an authorization for the release of the information. You also hereby authorize Rushmore Energy to arrange transmission and other services for the purpose of serving your account. This authorization will remain in effect during the Term and any renewal term of this Agreement. You may rescind your authorization at any time by providing written notice thereof to Rushmore Energy. You hereby consent to being contacted by Rushmore or its agents via phone, fax, email, text message, or other reasonable means, at any of your contact numbers or physical or electronic addresses, regardless of your listing on any federal, state, provincial, or other applicable "Do Not Call" list. Such contact will be in regard to the services provided under this Agreement, the collection of past due balances, or for matters related to your account.

8. Agency-Gas. You hereby designate Rushmore Energy as your agent to: (a) arrange and administer contracts and service agreements between you and Rushmore Energy and between the interstate pipeline transporters of your natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of your natural gas supplies from the sales point to the delivery points, and with the NGDC for the transportation of your natural gas supplies from the delivery points to your end-use premises ("Premises"); and (c) aggregate your natural gas supplies with such supplies of other customers served by Rushmore Energy to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the Term. Rushmore Energy, as your agent, will schedule the delivery of adequate supplies of natural gas that meet your city gate requirements as established by the NGDC and in response to information from the NGDC. The sales points for the natural gas Rushmore Energy supplies under this Agreement will be a point or points selected from time to time by Rushmore Energy to assure service reliability. The delivery points for the natural gas transported by interstate pipelines will be the city gate stations of the NGDC. Rushmore Energy agrees to arrange for the transportation of the natural gas it supplies under this Agreement from the sales points to the delivery points, and from the delivery points to the premises. Rushmore Energy will provide these services on an arm's-length basis, and market-based compensation is included in the Basic Service Prices noted above.

9. 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 natural gas; (c) Rushmore Energy is not a "Utility" as defined in the Code; (d) Rushmore Energy will supply natural gas under this Agreement, but the NGDC will provide delivery; and (e) the NGDC, and not Rushmore Energy, is responsible for responding to service problems or emergencies should they occur.

10. Binding Arbitration; Class Action Waiver. In the unlikely event that you have any complaint or other dispute that is not resolved by Rushmore Energy or the Pennsylvania Public Utility Commission to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND RUSHMORE ENERGY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN A COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).**

11. Dispute Procedures. Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

12. Warranties. RUSHMORE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SUPPLY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

13. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas supply after receipt at the delivery point or points. RUSHMORE ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. The remedy in any claim or suit by you against Rushmore Energy will be solely limited to direct actual damages (which will not exceed the amount of your single largest monthly invoice amount in the immediately preceding twelve (12) months). To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

14. Miscellaneous.

(a) If Rushmore Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act, pandemic, or event that is beyond the reasonable control of Rushmore Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, aggregators, other NGSS, qualified scheduling entities, NGDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(b) Your natural gas supply service will be provided in accordance with your existing connection requirements unless you request a change by the NGDC and pay for the cost of that change. You may not resell or use any natural gas supply provided under this Agreement as an auxiliary or supplement to any other source of energy. The supply of natural gas under this Agreement will be measured at the delivery point by the NGDC providing the delivery service in accordance with the terms of the applicable tariff for natural gas supply service. Rushmore Energy and you will be bound by the measurement from the meters owned, installed, maintained, and read by the NGDC.

(c) This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws.

(d) This Disclosure Statement and Terms of Service, along with your Natural Gas Service Agreement as confirmed by your welcome letter, constitute the entire agreement between you and Rushmore Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Rushmore Energy concerning the subject matter of the Agreement.

(e) **Contract Assignment.** Rushmore Energy may assign this Agreement, together with all rights and obligations hereunder (the terms and conditions will remain unchanged), to (i) Rushmore Energy's natural gas supplier, or such supplier's designee, (ii) an affiliate of Rushmore Energy or to any other person succeeding to all or substantially all of Rushmore Energy's assets, or (iii) in connection with any financing or other financial arrangement. Rushmore Energy will provide you with 30 days notice prior to assignment of this Agreement.

(f) Any failure by Rushmore Energy to enforce any term or condition of your natural gas supply service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as nearly as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, and waivers will survive the cancellation or expiration of this Agreement.

(i) Information about shopping for a gas supplier is available at www.PaGasSwitch.com, by calling the Commission at (800) 692-7380 and at www.oca.state.pa.us.

(j) If the supplier of last resort (Local Utility) changes, the new supplier of last resort shall notify you of that change, and shall provide you with the name, address, telephone number and internet address, if available.

15. Contact Information. Information regarding Rushmore Energy's variable rates, energy efficiency, or historical billing data is available upon request. Residential customers and small commercial customers are entitled to receive at no charge, and at least once a year, historical billing data from whomever reads their meter for billing purposes.

Natural Gas Supplier:

Rushmore Energy, LLC
P.O. Box 2640
Sugar Land, TX 77487
(800) 590-7295
PA License No.: _____
www.RushmoreEnergy.com
Hours of Operation: Monday through Friday (except holidays),
9:00 a.m. to 5:00 p.m., Eastern Standard Time

In the case of an outage, call:

PECO
(800) 841-4141

Public Utility Commission:

Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Utility Choice Hotline:

1-800-692-7380

Pennsylvania Office of Consumer
Advocate:

www.oca.state.pa.us



NATURAL GAS SUPPLIER CONTRACT SUMMARY

Contract Version:

v1.03.10-06-20

VARIABLE

Natural Gas Supplier Information	Rushmore Energy, LLC P.O. Box 2640 Sugar Land, TX 77487 www.RushmoreEnergy.com (800) 590-7295 License Number: _____ Rushmore Energy is responsible for the gas commodity/supply charges.
Natural Gas Price Structure	Variable: Our agreement with you (referred to as our "Agreement") is for an all-inclusive monthly variable rate. The price each month shall reflect the wholesale cost of natural gas based on the NYMEX index (including commodity, capacity, storage, and balancing), transportation to the delivery point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and our costs, expenses, and margins. There is no limit on how much the price may change from one billing cycle to the next. Such price will be reflected in your monthly bill.
Natural Gas Supply Price	Your first month's price with us will be \$_____ / _____. This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax.
Statement Regarding Savings	Rushmore Energy does not represent any guaranteed savings. The prices and charges paid to Rushmore Energy under our Agreement may not always provide savings to you.
Deposit Requirements	None.
Incentives	N/A
Contract Start Date	Your service will start on a meter-read date set by your Natural Gas Distribution Company (NGDC).
Contract Duration/Length	Month-to-month.
Cancellation/Early Termination Fees	There is no early cancellation fee associated with variable rate agreements.
End of Contract	This Agreement will continue on a month-to-month basis unless cancelled by either party.

PLEASE KEEP A COPY FOR YOUR RECORDS



NATURAL GAS SUPPLIER CONTRACT SUMMARY

Contract Version:

v1.03.10-06-20

FIXED

Natural Gas Supplier Information	Rushmore Energy, LLC P.O. Box 2640 Sugar Land, TX 77487 www.RushmoreEnergy.com (800) 590-7295 License Number: _____ Rushmore Energy is responsible for the gas commodity/supply charges.
Natural Gas Price Structure	Fixed: Our agreement with you (referred to as our "Agreement") is for an all-inclusive per [therm/ccf/mcf] price, plus any applicable base monthly fee, that will remain the same for the term of the Agreement. See price information below.
Natural Gas Supply Price	\$_____ / _____. This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax. Base monthly fee: \$_____.
Statement Regarding Savings	Rushmore Energy does not represent any guaranteed savings. The prices and charges paid to Rushmore Energy under our Agreement may not always provide savings to you.
Deposit Requirements	None.
Incentives	N/A
Contract Start Date	Your service will start on a meter-read date set by your Natural Gas Distribution Company (NGDC).
Contract Duration/Length	_____ monthly billing cycles.
Cancellation/Early Termination Fees	Yes. If you cancel your contract before the end of the term, we may charge you a cancellation fee of \$5 for each month remaining in the term.
End of Contract	If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

PLEASE KEEP A COPY FOR YOUR RECORDS