

## Electricity Supply Contract Summary

Electric Generation Supplier Information	<p>Horizon Power and Light, LLC, 5847 San Felipe Suite 3700, Houston, Texas 77057          Phone: 1-866-727-5658 PSC License: EA-05-1-7 and EA-05-1-9 www.hplco.com</p> <p>You have chosen Horizon Power and Light, LLC (“Horizon”) as your electric generation supplier. Horizon is not affiliated with your Electric Distribution Company (“EDC”). Horizon is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC’s charges for delivering your electricity</p>
Price Structure	<b><u>Fixed Price.</u></b>
Electric Generation Supply Price	The total kWh price during the Initial Term will be ____cents per kWh.
Statement Regarding Savings	There are no guaranteed savings.
Deposit Requirements	None
Incentives	None
Contract Start Date	This agreement will begin on the date set by your EDC
Contract Duration/Length	This agreement will continue for ____Billing Cycles (“Initial Term”)
Cancellation/Early Termination Fees	<p>For Residential Customers: If you cancel the Agreement prior to the end of its term, you will be charged an early cancellation fee of \$0.00. For Commercial Customers, if you cancel the Agreement prior to the end of its term or default as described in this Agreement, then, unless otherwise provided herein, Liquidated Damages shall be immediately due and payable by Customer to Horizon. The Liquidated Damages shall be an amount equal to (i) Customer’s average monthly consumption for each account served under this Agreement based on historical usage, multiplied by the positive difference between the Fixed Price under this Agreement and the forward market price of electricity, multiplied by the number of months remaining in the Initial Term or Renewal Term, plus (ii) an amount equal to \$.035 times the average monthly consumption for each account served under this Agreement, multiplied by the number of months remaining in the contract term. Any sale or transfer by Customer of a property associated with an account served under this Agreement shall constitute a default under this Agreement if the purchaser or transferee does not assume this Agreement, and will require the payment of Liquidated Damages by Customer.</p>
End of Contract	Prior to the end of the contract, you will receive a notice approximately 45 days before the expiration. The notice will explain your options. Unless another option is chosen, this Agreement will automatically renew on a variable rate.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Horizon by phone at 1-866-727-5658 or by email at <a href="mailto:customer@hplco.com">customer@hplco.com</a>

# WASHINGTON D.C.

## Fixed Rate

### Terms and Conditions

**1. AGREEMENT TO SELL AND PURCHASE ENERGY:** This is an Agreement between Horizon Power and Light, LLC (“Horizon” or “Seller”), an energy supplier licensed by the District of Columbia Public Service Commission (“DCPSC”) license number EA-05-1-7 and EA-05-1-9 and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity supply service and begin enrollment with Horizon (the “Contract” and/or “Agreement”), which includes the Contract Summary and these Terms and Conditions. You agree to purchase electric service from Horizon for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Contract Summary and these Terms and Conditions of this Agreement, Horizon agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by Horizon, necessary to meet Customer’s requirements based upon consumption data obtained by Horizon or the delivery schedule of the Electric Distribution Company (the “EDC” or “utility”). The amount of electricity delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Horizon or the EDC’s delivery schedule. The EDC will continue to deliver the electricity supplied by Horizon. You will receive a single bill from your local utility that will contain your electric distribution charges and Horizon charges. For residential customers, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.

### 2. DEFINITIONS.

**Generation Charges.** The charge for producing electricity. Generation service is competitively priced and is not regulated by the DCPSC. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

**Transmission Charges.** The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

**3. PRICE; BILLING:** The price for all energy sold under this Agreement shall include and be subject to all applicable taxes and fees but does not include state sales tax and county tax. Customer usage for energy delivered under this Agreement, will be measured by the Utility. Customer will receive a single bill for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility bill. If the Customer fails to pay its Utility bill or fails to meet any agreed-upon payment arrangement, the Customer’s service may be cancelled in accordance with the Utility’s tariffs and the Customer’s Agreement with Horizon. Horizon does not offer budget billing services.

### Electric

**Price – Fixed Rate: You will pay a fixed price of \$[0.\_\_\_\_\_] per kWh during the Initial Term of this Agreement.** For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement and does not include state sales tax and county tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries). This Agreement does not include utility charges.

**Environmental Characteristics & Renewable Energy Information.** If you select an electric renewable energy plan, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable.

**4. TERM** This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the “Initial Term”). See also Section 7 below.

**5. CONTRACT AMENDMENT:** In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation,

changes in tariffs, protocols market rules, load profiles, and such change results in Horizon incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by two separate notices discussed in Section 7 below.

**6. RIGHT OF RESCISSION:** Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of this disclosure statement. This Agreement shall not be legally binding upon the residential or small business Customer until the three (3) business day rescission period has expired at midnight of the third business day after receiving this disclosure. Customer may contact Horizon in writing or by phone by contacting us. See contact information below.

**7. RENEWAL:** Prior to the end of the contract, you will receive a notice approximately 45 days before the expiration date. The notice will explain your options. Unless another option is chosen, this Agreement will automatically renew on a variable rate.

**8. CANCELLATION BY HORIZON:** During the Initial Term, Horizon reserves the right to cancel this Agreement for any reason upon thirty-five (35) days written notice to Customer at the Service Address you provided. This Agreement shall automatically cancel if the requested service location is not served by the Utility, a Residential customer moves outside the Utility service area or to an area not served by Horizon, disability that renders the Customer of record unable to pay for Horizon service and/or the Customer of record's death.

**9. EFFECT OF CANCELLATION:** If Horizon cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility.

**10. CANCELLATION:** Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your Utility switches your service back to the utility or to another Supplier and Customer is liable for all Horizon Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be trueed-up when the final meter reading is provided. Some common reasons for cancellation include: **Non-Payment** – If your energy service is cancelled by your Utility, then this Agreement is cancelled on the date that your energy service is cancelled. You will owe us for amounts unpaid for our charges for energy service up to the date of cancellation. **Company-Initiated Cancellation** – If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. **Customer-Initiated Cancellation** – If you cancel this Agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation. **Customer Move** – If the customer moves from the address listed above, this Agreement is cancelled.

**11. PENALTIES, FEES AND EXCEPTIONS:** You may cancel this Agreement at any time. A final bill will be rendered within 45 days after the final scheduled meter reading by the EDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trueed-up when the final meter reading is provided. **Customers on a fixed rate agreement who terminate this Agreement after the rescission period and prior to the expiration of the Initial Term, will be charged an early cancellation fee. For Residential Customers: If you cancel the Agreement prior to the end of its term, you will be charged an early cancellation fee of \$0.00. For Commercial Customers, if you cancel the Agreement prior to the end of its term or default as described in this Agreement, then, unless otherwise provided herein, Liquidated Damages shall be immediately due and payable by Customer to Horizon. The Liquidated Damages shall be an amount equal to (i) Customer's average monthly consumption for each account served under this Agreement based on historical usage, multiplied by the positive difference between the Fixed Price under this Agreement and the forward market price of electricity, multiplied by the number of months remaining in the Initial Term or Renewal Term, plus (ii) an amount equal to \$.035 times the average monthly consumption for each account served under this Agreement, multiplied by the number of months remaining in the contract term. Any sale or transfer by Customer of a property associated with an account served under this Agreement shall constitute a default under this Agreement if the purchaser or transferee does not assume this Agreement, and will require the payment of Liquidated Damages by Customer.**

## **12. AGENCY:**

For electric customers, Customer hereby designates Horizon as agent to; (a) arrange and administer contracts and service agreements between Customer and Horizon and those entities including PJM Interconnection, LLC ("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 Sales Point and the Customer's end-use premises. Horizon 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 Sales Points for the electricity will be a point at the PJM Horizon load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**13. DELIVERY POINT, TITLE AND TAXES:** Horizon will cause the energy to be delivered to the applicable utility or ISO at any point of interconnection between the applicable third-party transmission systems and those of the EDC or ISO (the "Delivery Point"),

at Horizon's sole cost and expense. Customer and Horizon agree that title to, control of, and risk of loss to the electricity supplied by Horizon under this Agreement will transfer from Horizon to Customer at the Sales Point(s).

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

**15. FORCE MAJEURE:** In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's EDC, pandemic or Horizon's transportation capacity, or Customer's EDC appropriation of electricity, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**16. LIABILITY:** The sole remedy in any claim or suit by Customer against Horizon will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER HORIZON 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.

**17. MEASUREMENT:** Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the EDC.

**18. DISPUTE RESOLUTION/WAIVER OF JURY TRIAL:** In the event of a billing dispute or a disagreement involving Horizon service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Horizon by telephone or in writing as provided above. If after communication with Horizon, Customer is not satisfied, customers may also contact the Public Service Commission of the District of Columbia by calling 202-626-5100, M-F, 9:00am-5:30pm EST; or by sending a letter to Public Service Commission of the District of Columbia; or by visiting the Commission's website [www.dcpsc.org](http://www.dcpsc.org). The DC Office of Peoples Counsel can be contacted at 202-727-3071 and the website is [www.opc-dc.gov](http://www.opc-dc.gov). **ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ARE TO BE SETTLED BY BINDING ARBITRATION IN THE DISTRICT OF COLUMBIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION OR PERTAINING TO THE MARKETING OR PERFORMANCE OF HORIZON'S SERVICES.**

**19. ASSIGNMENT:** Customer may not assign its interests in and obligations under this Agreement without the express written consent of Horizon. Horizon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the DCPSC. In the event this Agreement is to be assigned to another energy supplier, or other entity, Horizon will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that the contract terms and conditions will remain unchanged.

**20. TELEPHONIC COMMUNICATION:** By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Horizon its affiliates and/or assigns, at the telephone number(s) you provide to Horizon its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**21. INFORMATION RELEASE AUTHORIZATION:** Throughout the term, you authorize Horizon to obtain information from the EDC that includes, but is not limited to: consumption history, billing determinant, public assistance status, existence of medical  
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emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information, including Customer's personal information including name, address, telephone number will not be disclosed to a third-party unless required by law and may be used by Horizon to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to Horizon. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Horizon or calling Horizon at 1-866-727-5658. Horizon reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**22. CONTACT INFORMATION:** Customer may contact Horizon at 1-866-727-5658, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Horizon at: Horizon Power and Light, LLC, 539 W. Commerce St #779, Dallas, TX 75208. You may also visit us online at [www.hplco.com](http://www.hplco.com).

**23. EMERGENCY SERVICE:** In the event of an electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility: Potomac Electric Power Co. (Pepco) DC Toll-Free at 202-833-7500;

**24. 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 District of Columbia. This Agreement shall be construed under and shall be governed by the laws of the District of Columbia without regard to the application of its conflicts of law principles.

**25. PARTIES BOUND:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**26. CONFIDENTIALITY:** Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Horizon.

**27. 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 Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Electric generation will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

**28. ONSITE GENERATION/NET METERING:** If you currently own or plan to install during the term of this Agreement solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC, you must notify us in order for us to determine your eligibility to enroll with Horizon or continue to be served by Horizon. Horizon reserves the right to terminate this Agreement in its sole discretion if Customer installs generating facilities to supply all or part of Customer's electricity usage.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

**Customer's Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Horizon Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_