

# Border Energy Electric Services, Inc. Terms & Conditions

**Definitions:** "Competitive Retail Electric Service Provider" or "CRES" provider means, as defined by the Chapter 4901:1-21 of the Substantive Rules as applicable to electric service providers, a person that sells electric energy to retail customers in Ohio.

"Generation Service" means the production of electricity.

"Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of a local utility provider.

"Distribution Service" means the Physical delivery of electricity to customers by your local utility provider ("Local Utility Provider" or "Electric Distribution Utility" ("EDU"))

This "Terms and Conditions" together with the enrollment information are your agreement for electric generation service provided by Border Energy Electric Services, Inc. ("Company" or "Border"). Please keep a copy of this Agreement for your records. .

**General:** As a CRES provider, Border will supply your electric generation service and provide transmission services for your electricity consumption to your local utility provider based on your usage at the contract rate for generation and transmission specified herein. Your existing local utility provider will continue to distribute your electricity to you at PUCO approved tariff rates for distribution.

**Consent:** By choosing to accept this offer from Border you understand and agree to the terms and conditions of this Agreement. You hereby authorize Border to obtain information from your local utility provider that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Border reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Border following acceptance of your enrollment request by Border immediately following the 7 day rescission period and subsequent acceptance of the enrollment by your local utility provider.

**Eligibility:** Residential accounts that are not enrolled in Percentage of Income Plan Program are eligible for this offer. Further, Border reserves the right to refuse enrollment to any customer with an outstanding electric bill balance. Participation in the electric choice program is subject to the rules and regulations of your local utility provider. Customers are sometimes terminated from the program by error or by being in arrears. Customer may contact their local utility provider to resolve the problem and be reinstated to the choice program. These Terms and Conditions are subject to Customer acceptance into the choice program by both the Company and by your local utility provider. This agreement is not binding until such acceptance has been granted.

**Rescission:** Once enrolled to receive generation & transmission service from Border, your local utility will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. Your right to rescind only applies to initial enrollments and not to renewal enrollments as detailed below. Your local utility provider will not send a confirmation notice upon any renewal of this Agreement.

**Primary Term of Service:** Border Energy Electric Services, Inc. agrees to act as your exclusive supplier of electric generation and transmission services. The initial terms of this agreement shall begin at the next available meter read date and following your acceptance into the Electricity Choice program, as determined by your local utility provider and continue through December 31, 2014 ("Primary Term").

**Price:** Beginning with your next available meter read and going through December 2014, your rate will be a guaranteed savings of at least 10% off of AEP's Price to Compare. This price includes generation and transmission charges only. This offer rate (and secondary term rates) are exclusive of all applicable state & local taxes and EDU charges including but not limited to: distribution, and other delivery charges. Your EDU may offer you budget or other payment plans.

**Secondary Term(s):** This agreement will automatically renew for a term less than or equal to its initial term unless Customer affirmatively cancels this agreement in writing 90 days prior to this contract's expiration date. Automatic renewal shall be priced at a variable rate based upon prevailing regional transmission organization market conditions and costs for electricity in the EDU designated utility(s) load zone or equivalent, plus an adder of up to \$0.045 per kWh. If Border intends to adjust the variable pricing methodology or provide a fixed price option, it will do so in writing to the customer no later than 30 days before such offer is to become effective. Customer is responsible for arranging electric supply upon expiration or termination of this agreement. The termination fee during any renewal term will be \$25. Either party may provide notice of its intention to cancel this automatic renewal of the contract by providing advanced written notice within 90 days of contract expiration.

**Billing:** Your local utility provider (EDU) will continue to send you a monthly bill for your electricity consumption that will include your EDU's charges and Border's charges for Generation and Transmission services for the amount of electricity you used during the billing cycle. The amount of electricity usage will continue to be measured or estimated by

the EDU. Customer agrees to pay bill in accordance with the EDU's billing and payment terms. Your payment will be due to the EDU by the date specified in the EDU bill. If you fail to pay this bill on time, you could be subject to interest and late charges imposed by the EDU. Further, your failure to pay your electric bill charges may result in your electric service

being disconnected in accordance with state tariff guidelines. Customers with billing questions may contact our toll free customer service center at (888) 901-8461 or contact their local utility provider. Border reserves the right to issue an invoice directly and may terminate this agreement with 14 days written notice for customer non-payment. You will remain responsible to pay Border for any electricity used before this Agreement is cancelled as well as any late payment charges.

**Penalties & Fees:** Your local utility provider may charge a "Switching Fee" if you switch to a CRES provider. If you return to your EDU after switching to a CRES provider, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU.

**Termination:** For enrolled customers beyond the 7 day rescission period, you may terminate this contract without penalty if you move to a service address outside of your existing local utility provider. Should you move to an address within your existing service territory, Border may, at its option, automatically continue this agreement at your new service address. Additionally, you may cancel by sending written notice ninety (90) days prior to the expiration of the Primary Term of service or any Secondary Term of service without penalty. At any other time, Customer may cancel this agreement by providing written notice of intent to cancel and by paying a \$100 per meter cancellation fee.

**Dispute Resolution:** Border is committed to customer satisfaction. Customer may contact Border with any questions concerning the terms of service by phone Monday – Friday (except holidays) from 8am – 7pm toll free at (888) 901 – 8461 or in writing to Border Energy Electric Services, Inc. located at 4145 Powell Rd., Powell, OH 43065. Border will refer all complaints, written or verbal, to a knowledgeable customer service representative who will promptly respond and work toward a mutually satisfactory resolution. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

**Miscellaneous:** You have the right to request from Border, twice within a 12-month period, up to 24 months of payment history, without charge. Company may request credit information. Border reserves the right to re-price any account(s) or return you to the local distribution utility provider if your rate code or meter type is changed and/or the account is no longer eligible for this program. You authorize, but do not obligate Border to exercise your government aggregation opt-out rights.

**Force Majeure:** Border may not be responsible for supplying electricity to Customer in the event of circumstances beyond its control such as events of Force Majeure as defined by your local utility provider or any transmitting or transportation entity, acts of terrorism or sabotage, or acts of God including but not limited to floods, fires, earthquakes, landslides and extreme weather conditions that impact an entire geographic region

**Liabilities:** Neither the Customer nor the Company shall assume liability or responsibility for any special, indirect, consequential or punitive damages for items associated with the failure of your local utility provider to perform its duties, including but not limited to operations and maintenance of their system or interruptions of service, termination of service, or from damages arising from structural damage as a result of negligence.

**Amendments:** If action is taken by the utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide service to you, we may, in our sole discretion, elect to adjust the price for service under this agreement to account for such cost increases or other changes.

**Assignment:** This agreement is assignable by Border without customer consent and only subject to any regulatory approvals.

**Choice of Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.

**Environmental Disclosure:** The environmental disclosure information is shown at our website. The specific web address is: [www.borderenergyelectric.com/Environment](http://www.borderenergyelectric.com/Environment). Customer agrees that Border may make its required quarterly updates electronically at its website and will provide this information in hard copy form upon customer request.

**Additional Information:** For more information on AEP's proposed Electric Security Plan, please visit the Public Utility Commission's website at: <http://www.puco.ohio.gov/>. For more information on Border Energy Electric Services, Inc. please visit our website at: [www.borderenergyelectric.com](http://www.borderenergyelectric.com)

**Emergency:** If you experience a power outage you should immediately call AEP at 1-800-277-2177.