



Variable Sales Agreement

Customer:		Residential		Commercial	
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Service Address:	
City, State, Zip:	

Mailing Address:	
City, State, Zip:	

Contact:		Tel. No.	
SS# / EIN#		Date:	
Gas	Electric	Both	

Elec Utility:		Acct #:	Salesman:
Gas Utility:		Acct #:	Salesman:

CUSTOMER DISCLOSURE STATEMENT

Price	Variable
How price is determined	<p>Gas Variable Price shall reflect each month the wholesale cost of natural gas (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 Dynamic's costs, expenses and margins.</p> <p>Electric Variable Price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Dynamic's costs, expenses and margins</p>
Length of the agreement and end date	For Variable Rate service the Term is one month. For more details See Section 2-Term.
Process customer may use to rescind the agreement without penalty	A residential Customer may rescind by calling the toll free number within 3 business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	No early termination fee for variable rate service
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances
Provisions for renewal of the agreement	After Initial Term, unless otherwise agreed to, renews on a month to month basis at a variable rate methodology until terminated by either party. For more details see Section 2 - Term.

1. Agreement to Sell and Purchase Energy. This is an agreement between Dynamic PL, LLC (“Dynamic”), an independent energy services company, and the undersigned customer (“Customer”) under which Customer shall initiate natural gas and/or electricity service and begin enrollment with Dynamic (the “Agreement”). Subject to the terms and conditions of this Agreement, Dynamic agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by Dynamic, necessary to meet Customer’s requirements based upon consumption data obtained by Dynamic or the delivery schedule of the Local Distribution Utility (the “LDC”). Dynamic is not affiliated with and does not represent the LDC. The amount of natural gas and/or electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Dynamic or the LDC’s delivery schedule. The LDC will continue to deliver the natural gas and/or electricity supplied by Dynamic.

2. Term. For Variable Rate service this Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to Dynamic is deemed effective by the LDC, and shall continue for one month thereafter (the “Initial Term”). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. (the “Renewal Term”). While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a variable price which each month shall reflect the wholesale cost of natural gas (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 Dynamic’s costs, expenses and margins. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price which shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Dynamic’s costs, expenses and margins.

Dynamic will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Dynamic or the LDC, or each of the LDC and Dynamic may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the “DPS”). Dynamic may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, Dynamic may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act (“HEFPA”). Failure by a commercial customer to make full payment of Dynamic charges due on any consolidated bill prepared by the LDC for Dynamic will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Dynamic. Dynamic may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

5. Information Release Authorization. Customer authorizes Dynamic to obtain and review information regarding Customer’s credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Dynamic 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 Dynamic. 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 Dynamic or by calling Dynamic at 1.888.317.6658. Dynamic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by Dynamic to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Dynamic will provide at least 15 days’ notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Dynamic, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Dynamic at 1.888.317.6658 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

7. Cancellation. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Dynamic at 1.888.317.6658 or in writing. Customer is liable for all Dynamic charges until Customer returns

to the LDC or goes to another supplier. 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.

8. Agency-Gas. Customer hereby designates Dynamic as agent to; (a) arrange and administer contracts and service agreements between Customer and Dynamic and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Dynamic to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Dynamic as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the natural gas supplies provided under this Agreement will be a point or points located outside the State of New York as selected from time to time by Dynamic to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. Dynamic agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency-Electric: Customer hereby designates Dynamic as agent to; (a) arrange and administer contracts and service agreements between Customer and Dynamic and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Dynamic as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the NYISO Dynamic 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.

9. Title. Customer and Dynamic agree that title to, control of, and risk of loss to the natural gas supplied by Dynamic under this Agreement will transfer from Dynamic to Customer at the Sales Point(s).

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

11. Force Majeure. Dynamic will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but Dynamic does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Dynamic ("Force Majeure Events") may result in interruptions in service. Dynamic will not be liable for any such interruptions caused by a Force Majeure Event, and Dynamic 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 LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Dynamic's control.

12. Liability. The remedy in any claim or suit by Customer against Dynamic 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 Dynamic 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.

13. Dynamic Contact Information. Customer may contact Dynamic's Customer Service Center at 1.888.317.6658, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to Dynamic at: Dynamic, 1701 Utica Avenue, Brooklyn, N. Y. 11234.

14. Dispute Resolution (Residential). In the event of a billing dispute or a disagreement involving Dynamic's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Dynamic by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1.800.342.3377. 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 decision of DPS.

Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Dynamic's service, Customer should contact Dynamic's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

15.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 State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

16.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 Dynamic’s net income, shall be paid by Customer, and Customer agrees to indemnify Dynamic and hold Dynamic harmless from and against any and all such taxes.

17.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, Dynamic 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.

18.Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130and emergency personnel. Customer should then call Dynamic at: 1.888.317.6658.

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

Customer and Dynamic have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

Dynamic PL, LLC

For: Customer

By _____

By: _____

Title: _____

Title: _____

06-01-11