



Please print and be sure to fill out entire form

Applicant _____
LAST FIRST

Co-applicant _____
LAST FIRST

Contact name if commercial account _____

Have you ever been a participant of NYPIRG Fuel Buyers Group before? YES NO

Mailing address _____

City/State _____ Zip _____

Telephone: evening _____ day _____ cell _____

How did you hear about us? _____

(If referred by a member) Member's name _____ Address _____

Do you own your home? YES NO If yes, for how long? _____

If you rent, landlord's name & address _____

Previous address _____

ACCOUNT INFORMATION

Service Address _____ Residential Commercial

City _____ Zip _____

Utility Name Con Edison Keyspan NY Keyspan LI O & R

Utility Account # _____

Term of Agreement: Start Date ____/ 1 / 200__ End Date ____/ 1 / 200__ Month-to-Month*

*Application must be completed and approved by the 15th of the month to start by the 1st of the following month.

CREDIT INFORMATION (Residential and Commercial Accounts)

Social Security Number (Residential Only) Applicant: _____ Co-Applicant: _____

Employer's name _____

Bank name & address _____

Do you have a savings account? ____ Yes ____ No Account # (commercial only) _____

Checking account? ____ Yes ____ No Account # (commercial only) _____

I hereby authorize NYPIRG to act as my agent to negotiate discount natural gas supply, and allow Seller to obtain necessary credit information.

Signature _____ Date _____

Co-Applicant's signature _____ Date _____

____I have enclosed a check for \$30, payable to NYPIRG for my tax-deductible annual membership contribution (renewable every August.)

General Terms and Conditions

BUYER agrees to purchase from Stuyvesant Energy LLC (SELLER), all of the natural gas requirements for the accounts listed above. SELLER will deliver a quantity that is necessary to meet BUYER'S City Gate requirements based on the consumption information that SELLER receives from BUYER'S local distribution company (LDC). The City Gate is defined as the boundary of the LDC's territory. The delivery point will be the City Gate station(s) of BUYER'S LDC(s).

SELLER will aggregate BUYER'S natural gas supply requirements with SELLER's natural gas supply portfolio. BUYER agrees to designate SELLER to act as BUYER'S agent in administering contracts with the LDC and arrange for transportation of BUYER'S gas from the sales point to the delivery point.

Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing on reverse, BUYER agrees to the terms of this Agreement and the General Terms and Conditions and authorizes SELLER to obtain credit references including credit reference reports.

Discount Program: NYPIRG Member (BUYER) shall receive a discount of up to 20% off the utility's fully loaded rate, which includes gross receipts tax, M.T.A.surcharge, lost and unmetered gas, stand-by gas demand charge/swing charge, marketer incentive rebates, and sales tax savings. NYPIRG Members will receive a rate below the standard monthly variable rate from Stuyvesant Energy.

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent periods (Subsequent Term), unless terminated by either Party upon written notice, provided no later than 30 days prior to the expiration of the Initial Term or Subsequent Term then in effect.

Payment: SELLER will bill BUYER for gas delivered to the LDC City Gate according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Transportation: SELLER agrees to transport gas to the sales points. BUYER will receive a separate bill from BUYER'S LDC for transporting gas from the delivery points to BUYER'S meter.

Utility Line Loss: Utility line loss for lost and unmetered gas will be added to invoice based on the LDC's current rate as a separate line item.

Taxes: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences.

Laws: This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services. The services provided by your LDC are protected by the Home Energy Fair Practices Act (HEFPA) and by the applicable laws of the Public Service Commission (PSC).

Information: BUYER can contact SELLER at (718) 665-5700 for any questions relating to this contract. BUYER may also request information from the PSC's Office of Consumer Education and Advocacy, 3 Empire State Plaza, Albany, NY 12223, (800) 342-3377 (toll-free) or at the PSC web site (<http://www.dps.state.ny.us>).

Disputes: SELLER will attempt in good faith to resolve any dispute arising out of this Agreement. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, with Commercial Accounts, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

Force Majeure: Neither SELLER or BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Miscellaneous: This contract is governed by New York State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective.