



## NYPIRG Discount Natural Gas Program

NYPIRG members who are renewing their membership agreements can now take part in a NEW Energy Savings Program from Approved Energy and Con Edison. When you renew your membership below, you have the opportunity to purchase your natural gas supply from Approved energy.

YES, please sign me up for a savings on my electric with Con Edison. I understand that through Approved Energy, I will be receiving a discount each and every month on my natural gas supply.

NAME \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone # \_\_\_\_\_

National Grid or CON EDISION ACCOUNT NUMBER \_\_\_\_\_

I agree to the terms and conditions, as listed on the reverse side of this agreement, and I agree to abide by them.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Price** All pricing will be done on a Variable Price. The price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees

**Agreement Term** Unless otherwise noted, the term of this agreement shall be for an initial period of  12  mos./year.

**Process customer may use to rescind the agreement without penalty** Residential customer may rescind by calling Approved Energy within 3 business days of receipt of the sales agreement or by sending 30 days' written notice prior to the expiration of the contract with no termination fee..

**Amount of Early Termination Fee and method of calculation** If customer terminates prior to the end of the first year, Customer will be responsible to pay the \$30.00 renewal fee to NYPIRG.

**Renewal** Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at the same terms unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (the "Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement.

**Guaranteed Savings** The variable price program historically has provided savings between 5% and 15% annually, however, we cannot guarantee savings to anyone.

**AGREEMENT TO SELL AND PURCHASE ENERGY** - This is an Agreement between Approved Energy, LLC (or Seller) and the undersigned customer ("Customer") under which Customer shall initiate natural gas supply service and begin enrollment with Approved Energy (the "Agreement"). Subject to the terms and conditions of this Agreement, Approved Energy, and its ESCO agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Con Edison, necessary to meet Customer's requirements based upon consumption data obtained by Atlantic Energy or the delivery schedule of the Con Edison (the "LDC"). The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by seller, the ESCO, or the LDC's delivery schedule. The LDC will continue to deliver the gas supplied by Atlantic Energy.

**BILLING** - Customer will receive a single bill for both commodity and delivery costs from Con Edison, encompassing the ESCO charge.

**TERM** - This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Approved Energy is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms, unless Approved Energy sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. If you wish to reject the renewal of this Agreement without incurring an early cancellation fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Renewal Term to cancel by calling us at 1-800-917-9133. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call Approved Energy at 718-238-1050 or call their delivery company to terminate the agreement. Approved Energy may terminate this Agreement by providing 30 days notice.

**CONSUMER PROTECTION** - The services provided by Approved Energy and its licensed ESCO's to Customer are governed by the terms and conditions of this Agreement and HEFPA. Approved Energy and its ESCO's will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Approved Energy at 718-238-1050 or the DPS at 1-888-697-7728, 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 [www.dps.state.ny.us](http://www.dps.state.ny.us).