



# New Hampshire Enrollment Form

1485 S. County Trail • East Greenwich, RI 02818  
Phone: (401) 684-1443 • Enroll@firstpointpower.com • www.FirstPointPower.com

Date: \_\_\_\_\_

Broker Name: \_\_\_\_\_

## CUSTOMER INFORMATION

*First Name _____	Primary Contact (if different) _____
*Last Name _____	Contact Phone (if different) _____
Business Name _____	Contact Email (if different) _____
*Email _____	*Billing Address _____
*Phone _____	*Billing City _____
Fax _____	*Billing State _____ *Billing Zip _____
Account Holder Last 4 of SSN _____ EIN _____	Check if Tax Exempt (must include exempt form) <input type="checkbox"/>

\*required field

## ENROLLMENT INFORMATION

### Account Type

- Residential
- Commercial

### Local Utility

- Liberty Utilities
- PSNH
- Unitil

### Product

- Variable Rate
- Fixed Rate at \$0. \_\_\_\_\_ per KWH for Term of \_\_\_\_\_ months
- Fixed Rate "Start Date" (MM/YYYY): \_\_\_\_ / \_\_\_\_
- Fixed Rate "End Date" (MM/YYYY): \_\_\_\_ / \_\_\_\_

## ACCOUNTS

_____	_____	_____	_____
_____	_____	_____	_____

For more than 8 accounts, refer to Electricity Sales Agreement Addendum.

## TERMS AND CONDITIONS

First Point Power, LLC ("FPP") is pleased to supply electricity to your home or business. The purpose of this form is to authorize a change in your electric power supplier and/or third party supplier and to set forth the terms and conditions that apply. By signing and returning this form to FPP, you hereby appoint and designate FPP as your electricity supplier for your full electric requirements for the listed account(s) at the rate(s) per kilowatt hour (KWH) and term herein. Your enrollment with us is subject to our acceptance.

Your Electricity Sales Agreement ("Agreement") with FPP, an independent supplier, shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with FPP ("Enrollment Consent") and (ii) the terms and conditions contained herein, and (iii) an Electricity Sales Agreement Addendum, if applicable. Throughout this document, the words "you" and "your" refer to the customer identified

Customer Initials \_\_\_\_\_



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in the Enrollment Consent. The words “we”, “us” and “our” refer to FPP. The words “LDC” and “Utility” refer to your local distribution company Liberty Utilities, Public Service of New Hampshire (PSNH), or Unitil.

**1. Rate:** The Variable Rate and Fixed Rate products does not include any applicable taxes. In addition, you will be responsible for, including but not limited to, price of transmission and distribution, the system benefits charge, and stranded cost recovery charge..

**a. Variable Rate:** The rate will be a variable month to month rate. The rate will be established each month based upon electricity market pricing, transportation or transmission, commodity prices, and other factors, which may cause volatility in your monthly rate from time to time. Charges will also include all applicable state and local sales and gross earnings taxes. Unforeseen events in the energy market may cause our price to be higher or lower than the standard offer price in any particular month.

**b. Fixed Rate:** The rate will remain constant for the Term detailed herein this agreement. The fixed rate may be higher or lower than what your standard offer price would be in any particular month.

**2. Term:**

**a. Variable Rate Customer:** This Agreement is for an indefinite period of time and is terminable by the customer at any time without penalty. Your service with us will start on your next available meter read date once the Agreement is accepted by us.

**b. Fixed Rate Customer:** Subject to the Agreement being accepted by us, your fixed rate with us shall commence on the first available meter read date on or after the Start Date, and end on the first available meter read date on or after the End Date. If we are unable to timely enroll an account, the Start Date will commence on the next regularly scheduled LDC meter read date, and the fixed rate will remain in effect until the first meter read date on or after the End Date set forth herein. We shall not be liable for any failure to enroll or drop an account by the Start Date or End Date due to circumstances beyond our control. If a renewal agreement is not executed prior to the expiration date, your account(s) will automatically be switched to and billed on our standard Variable Rate at that time to which you agree to pay in accordance with Paragraph 4 below. You may instruct us at any time prior to the expiration to return your accounts to your LDC at the expiration of the Agreement.

**3. Termination Rights:** Any or all of your account(s) that are terminated or cancelled shall be returned to the standard offer service. It may take as little as two days up to a few billing cycles for your account(s) to be returned to the standard offer service depending on your meter read date and date you notify us to cancel. You are required to pay all of the charges for the electricity supplied by us until such time as the Utility or other supplier actually begins supplying the electricity to your account(s).

**a. Variable Rate Customer:** There is no fee if you terminate your service with us and you may cancel at any time by contacting us by phone, mail or email. FPP may cancel this agreement at any time for any reason. If you are more than 40 days late paying your bill, we may terminate this agreement and switch you back to the standard offer service without notice. Physical cut-off of electric service shall be controlled solely by the electric distribution company under its current termination rules.

**b. Fixed Rate Customer:** If you are more than 40 days late paying your bill, we may terminate this agreement and switch you back to the standard offer service without notice. Should you terminate this Agreement before the term expires or if we drop you for non-payment of your bill you hereby agree to pay us an early terminate fee for failure to adhere to these within terms and conditions:

**i. Residential Customer:** One-time early termination fee of \$100.00 per residential account.

**ii. Commercial Customer:** You may terminate this Agreement, in whole or as relating to any single account that is included in this Agreement, by providing thirty (30) days advance written notice to FPP setting forth the reasons for such termination. In the event that you terminate this Agreement, you shall pay to FPP, as an “Early Termination Fee” consisting of the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by FPP prior to the effective date of the termination for which you have not already made payment, plus: for a fixed price contract, payment at the rate specified in this Agreement as though service was provided to you by FPP, based on your historical usage, from the effective date of the termination through the balance of the Term, less any revenues received by FPP as a result of any liquidation or resale of the electric supply purchase commitments entered into by FPP to provide service to you over the entire Term of this Agreement.

**4. Billing Payment & Fees:** FPP will bill you through your Local Distribution Company’s (“LDC”) consolidated billing program, payment is due in accordance with the LDC’s rules. Your bill will be based on monthly meter readings.

**5. Budget Plan:** FPP does not offer a budget plan at this time.

**6. Dispute Resolution:** If you believe we have breached this Agreement or you have any other issues relating to our service, please first contact us by phone, email or mail. Such disputes that cannot be privately resolved may be referred to the Consumer Protection Division of the Department of Attorney General, or may be resolved through appropriate legal action. Any party who believes they have been or will be aggrieved by a violation of rules governing nonregulated power producers in New Hampshire may file a complaint with the Division of Public Utilities and Carriers pursuant to the Division’s Dispute Resolution Regulations Relating to Nonregulated Power Producers. You may contact the New Hampshire Public Utilities Commission to obtain information on consumer protection rights by calling the Commission’s Consumer Assistance Division Hotline at 1-800-852-3793, Monday Through Friday, 8:00 a.m. to 4:30 p.m. or by writing to the Commission at: New Hampshire Public Utilities Commission, Consumer Assistance Division, 21 South Fruit Street Suite 10, Concord, NH 03301-2429.

**7. Customer Service Contact Information:** Please contact us at any time by phone at (888) 875-171; by address at First Point Power, LLC, 1485 S. County Trail, East Greenwich, RI 02818; or by email at [info@firstpointpower.com](mailto:info@firstpointpower.com).

**8. Do Not Call Registry:** The National Do Not Call Registry is managed by the Federal Trade Commission, the nation’s consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting [www.donotcall.gov](http://www.donotcall.gov).

**9. Rescission:** You shall have the right to rescind a service request with FPP for the accounts herein without any exit fee or penalty of any kind for five (5) business days following the signature date of this document, by calling FPP at 888-875-1711 or by sending an email to [support@firstpointpower.com](mailto:support@firstpointpower.com).

Customer Initials \_\_\_\_\_



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- 10. Electricity Emergencies:** In the event of an electricity or natural gas emergency or service interruption, contact your local distribution company, Liberty Utilities, at (800) 375-7413, PSNH, at (800) 662-7764, or Unitil at (800) 852-3339. You should also contact your local emergency personnel.
- 11. Low-Income Assistance:** Eligible low-income residential customers may qualify for discounted electric rates from your local distribution company or electric assistance from the State. For more information contact your local distribution company or visit the New Hampshire Public Utilities Commission website at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. You may also call 211 in state or 1-866-444-4211 out of state or visit their website at [211nh.org](http://211nh.org) for a list of available services in New Hampshire.
- 12. Information Release Authorization:** Your signature on this Agreement is your authorization for us and our agents to obtain and review information regarding your credit history from credit-reporting agencies, and information from the Utility, which could include: account number; phone number; address; meter-read, service or rate-class data; electric consumption history; billing determinants; and payment history. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies owed. These authorizations shall remain in effect as long as this Agreement is in effect.
- 13. Default Liability:** Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.
- 14. Deposits:** FPP does not collect deposits at this time.
- 15. No Warranties:** We provide no warranties, express or implied, and we specifically disclaim any warranty of merchantability or fitness for a particular purpose. Additionally, unless expressly state otherwise on your Enrollment Consent, we specifically disclaim any warranty or guaranty that the price charged by us for the energy supplied pursuant to this Agreement will be lower than the price that you would have been charged by the standard offer service or another energy service company.
- 16. Entire Agreement:** This Agreement (including the Enrollment Consent) sets forth the entire agreement between the parties. Any and all prior or contemporaneous agreements, understandings and representations between the parties, whether verbal or written, are superseded by this Agreement.
- 17. Force Majeure:** Except for your obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or your LDC which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.
- 18. Assignment:** This Agreement may be assigned or transferred by FPP with thirty (30) days written notice to your email address or billing address on record. At that time, you have the option to continue service with the new competitive supplier, choose a different competitive supplier, or return to default service with no penalty. Any such assignee shall agree to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligation hereunder. You may not assign this Agreement, in whole or part, or any of your rights or obligations hereunder, without prior written consent from FPP. Nothing in this Agreement shall create, or be construed to create; any express or implied rights in any person or entity other than FPP and Customer.
- 19. General Provisions:** We will keep confidential any information pertaining to you which you provide. This Agreement sets forth the entire agreement between the parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of both parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without recourse to such state's choice of law rules. The parties acknowledge and agree that this Agreement is a "forward contract" and that they are "forward contract merchants" within the meaning of the United States Bankruptcy Code. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both parties agree to comply with all such applicable laws, orders, rules and regulations. In the event that changes in any such laws, orders, rules or regulations has the effect of increasing Our cost of electricity, We reserve the right to adjust the prices set forth herein to pass through such cost increases.

Customer Name: \_\_\_\_\_ Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_