



**Direct Energy Business Marketing, LLC**  
**d/b/a Direct Energy Business**  
 One Hess Plaza, Woodbridge, NJ 07095  
 Phone: 1-800-437-7872  
[business.directenergy.com](http://business.directenergy.com)

Proposal Id 36824250

Marketer Name	Guzman, Israel	Date	8/26/2015	Time	1:10:52PM
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**CUSTOMER INFORMATION**

Customer Name	CITY OF SARATOGA SPRINGS	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal
Contact Name	Billing Contact		
Address	5 LAKE AVENUE SARATOGA SPRINGS, NY 12866		
Telephone	Fax	Telephone	Fax

**NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES**

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated November 03, 2014 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account No	Rate
	WEIBEL AVE ICE RINK	90191-33020	SC-2
	WEST AVE	78288-17104	SC-2
	474 BROADWAY CITY HAL	98288-16109	SC-2
	58 EXCELSIOR AVE GAR	23388-93102	SC-2
	VISITOR CENTER	09213-66109	SC-2
	HATHORN BLVD	61102-13106	SC-2
	LAKE AVE REC FIELD	70302-12104	SC-2
	60 LAKE AVE	64790-93104	SC-2
	BROADWAY CASINO	73813-65105	SC-2
	VAN RENSSLEAR GARA	55690-24107	SC-2
	VAN RENSSELAER ST GA	62290-24100	SC-2
	WATER TREATMENT PLAI	80401-29108	SC-2
	13 STATION LN PUMP ST.	02460-88004	SC-2
	LAKE AVE PUMP	43476-14102	SC-2
	1 VAN RENSSELAER ST	47690-24100	SC-2
	15 VANDERBILT AVE	63204-36017	SC-2
	17 WESTBURY DR	04350-02038	SC-2
	147 GEYSER RD	46430-98019	SC-1
	00 ORMANDY LN	88570-52029	SC-2
	GEYSER RD	92314-24104	SC-2



notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction.

Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default by Buyer under Section 11(iv) of the CMA; and (vi) neither it, nor any transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Law § 349-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction.

Customer Disclosures:

A. Length of the agreement and end date: The Agreement may terminate upon notice (i) as a result of an Event of Default (except in the case of a Bankruptcy in which case no notice shall be required); or (ii) as further provided in the Agreement, subject to any notice provisions stated therein and provided the Agreement remains in effect with respect to Transactions entered into prior to the effective date of the termination; or (iii) at the end of the above Delivery Period or any successive Renewal Term. For the exact length of the Transaction and end date, please see the "Delivery Period" Section above and/or this "Special Provisions" Section. For the specific text relating to the termination of the Agreement, please see Sections 12 and 14 of the Agreement.

B. Process Buyer may use to rescind the Agreement without penalty: There are no contractual rights to rescind the Agreement, including this Transaction without penalty or without calculation of a Close Out Value and/or Net Settlement Amount.\*

C. Net Settlement Amount and method of Calculation: In "Section 12. Remedies" of the CMA the non-defaulting Party has the right to terminate and liquidate all Transactions under the Agreement, calculate a settlement amount by calculating the Close Out Value for each Transaction and aggregate all amounts owing between the parties under the Agreement or any other agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement.\*\*

D. Late Payment Fee and method of calculation: "Section 4. Billing and Payment" of the CMA sets forth the amount of days in which payment is due from the date of the invoice, the Interest Rate used to calculate late payments, and the calculation of any costs and expenses incurred in collecting payment, including reasonable attorney's fees. For the specific text contained in this provision, please see Section 4 of the Agreement.

\*According to the State of New York Public Service Commission's Uniform Business Practices residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

\*\*According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" Buyers may not be charged a termination or early cancellation fee in excess of the greater of: (i) \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.402 /Dth.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

**PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 315-423-0964 .**

BUYER: CITY OF SARATOGA SPRINGS

SELLER: Direct Energy Business Marketing, LLC  
d/b/a Direct Energy Business

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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