



6653 Main Street
Williamsville, NY 14221
Phone: (716) 632-1800
Fax: (716) 632-1818

Community Solar Agent Agreement

- 1. Agreement:** These terms of service ("Terms") form a binding, enforceable Agreement between you (Subscriber) and EnergyMark (Agent), each individually referred to as "Party" and collectively referred to as "Parties". By registering for Community Solar through EnergyMark, Subscriber acknowledges that Subscriber has read, understood, and agrees to be bound and abide by these Terms, including any additional guidelines referenced in this agreement.
- 2. Term:** This Agreement shall commence as of the date Subscriber submits this Agreement to use Agent as their community solar agent, and shall continue for 12 months from date of submission. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms unless terminated by either party. Either party may terminate this Agreement by providing 30 days' written notice to the opposite Party at any time.
- 3. Services:** Agent will facilitate the procurement of community solar bill credits on behalf of Subscriber which will provide a guaranteed savings monthly on Subscriber's utility bill. If an Agreement is signed by Agent on Subscriber's behalf, Subscriber will be guaranteed to receive a credit that is no less than 5% of the applicable monthly VDER credit value, as defined by Subscriber's local utility company. There is no cost to Subscriber for this service, and Subscriber may cancel at any time. By enrolling in the EnergyMark Community Solar Agent Agreement, Subscriber expressly authorizes EnergyMark to act as Subscriber's agent to sign community solar subscription agreements on Subscriber's behalf. Subscriber agrees that Agent may sign such Agreement on Customer's behalf with the signature "[SUBSCRIBER FIRST NAME LAST NAME] BY ENERGYMARK LLC AS AGENT" or similar language. Subscriber agrees that such Agreement will have the same legal effect as if Subscriber had signed them themselves. EnergyMark will provide Subscriber with a copy of the signed agreement. Subscriber agrees that Agent may access and share electric Utility Account Information and electric Utility Account Credentials with community solar developers as needed, and in conformity with our Privacy Policy, to accomplish Agreement solicitation, execution, enrollment, and services post-execution. Agent will use commercially reasonable efforts to enter into an Agreement that places Subscriber into a Community Solar project. If Agent fails to find an eligible Community Solar project for Subscriber, Agent will notify Subscriber of this inability. If Agent fails to enter into an agreement on behalf of Subscriber, Agent is not responsible for Subscriber's loss of potential savings or credits.
- 4. Cancellation Policy:** There is no fee for cancelling this Agreement at any time. Subscriber may cancel this Agreement at any time without penalty by contacting EnergyMark at (716) 632-1800 or in writing. Agent reserves the right to cancel this Agreement at any time in its sole discretion.
- 5. Billings and Payments:** Agent shall arrange with the community solar project developer and Utility for the credits to appear directly on Subscriber's utility bill. Subscriber agrees to pay the Utility's invoice within normal Utility payment terms. Agent will give Subscriber notice at least thirty (30) days before discontinuation of community solar agent services to allow Subscriber the opportunity to obtain services from another provider. Subscriber understands and accepts that failure to pay their electric utility bills could result in loss of future credits. By signing and returning this Agreement, Subscriber agrees to authorize the Utility to release Subscriber's consumption and payment information to Agent.
- 6. Force Majeure:** If either Party is unable to perform its obligations under this Agreement due to force majeure, performance of such obligations shall be suspended until the force majeure is corrected. The Party claiming such inability shall give notice thereof to the other Party as soon as practicable after the occurrence of the force majeure. Force majeure shall mean acts of God, strikes, lightning, fires, floods, explosions, storms or storm warnings, breakage of machinery and any other causes not within the control of the Party claiming force majeure. Any suspension of obligations under this paragraph shall not extend the term of this Agreement.
- 7. Assignment:** This Agreement may be assigned by Agent without the prior written consent of Subscriber. This Agreement may not be assigned by Subscriber without prior written consent of Agent. Change of control or ownership, merger or recapitalization of either Party shall not be considered an assignment.
- 8. Entire Agreement, Modification:** This is the complete Agreement between the Parties and can only be amended in writing signed by both Parties. Agent may modify this Agreement based on changes to applicable tariffs, rules, regulations, or laws, including changes that adversely affect Agent's ability to economically operate the program. The services provided will continue to be protected by the State's

Uniform Business Practices for Distributed Energy Resource Suppliers and Home Energy Fair Practices Act for residential customers.

9. Consumer Contact Information: Should Subscriber have any questions or require additional information regarding this Agreement, Subscriber can Agreement Agent at (716) 632-1800 or (888) 885-1955, 6653 Main Street, Williamsville, NY 14221-1295. Subscriber may also contact the New York State Department of Public Service (“DPS”), Office of Consumer Services at (800) 342-3377, Three Empire State Plaza, Albany, NY 12223-1350, or at www.dps.ny.gov.

10. Dispute Resolution: In the event of a disagreement involving Agent’s service hereunder, the parties will use their best efforts to resolve the dispute. Subscriber should contact Agent by telephone or in writing as provided above.

11. Consumer Protections: The services provided by Agent to Subscriber are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Agent will provide at least 30 days’ notice prior to the cancellation of service to Subscriber. Subscriber may obtain additional information by contacting EnergyMark at (716) 632-1800 or the DPS at 1-800-342-3377 (General Helpline), 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.ny.gov>.