



October 31, 2017

NHPUC 1NOV17PM12:25

Debra Howland, Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Subject: NH Licenses DM 17-044 – Updated Small Business Contract

Dear Ms. Howland,

Pursuant DRM 16-853, Rulemaking: Puc 2000 - Competitive Electric Power Suppliers and Aggregator, First Point Power is submitting an updated small business contract as requested

Find enclosed one (1) original and six (6) copies of the filing. An electronic copy in PDF format has been sent via email to executive.director@puc.nh.gov

Thank you for your time and consideration in this matter.

Regards,

A handwritten signature in black ink, appearing to read "Christopher Lowe", written over a horizontal line.

Christopher Lowe
Controller
First Point Power, LLC

NEW HAMPSHIRE DISCLOSURE SUMMARY FORM

Product Name	XX month fixed price agreement;						
Length of the Agreement	XX Months starting December XXXX						
Fixed Per kWh Price (NA for Variable)	[(x)¢/kWh						
Variable Price Components (NA for Fixed)	NA						
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by the estimated or used kilowatt hours						
Fixed Price Residential Customers who use	500 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity	
Will pay	[rate x 500 from CMASTER	[\$rate x 1000]]	[\$rate x 1500]	[\$rate x 2000]	[\$rate x 4000]	[\$rate x 6000]	
Environmental Characteristics	First Point Power's offer meets the statutory and regulatory requirements for renewable energy content						
Early Termination Fee	Residential accounts are subject to a termination fee of \$100. All Commercial customers are calculated in accordance with the terms and conditions of your agreement.						
Late Payment Fee	Customer will pay each invoice in full within fifteen (15) calendar days of the invoice date or be subject to a late payment charge of 2.0% per month.						
Renewal Terms	Customer will automatically renew on a month-to-month basis at then current variable price unless customer terminates or transfers service at least 3 days before the meter read date outlined by the renewal notice. You will receive this notice 45 days before your agreement ends						
Electric Assistance Program	Customer who receive a benefit from the Electric Assistance program will no longer receive the EAP discount on the energy supply portion of their bill.						



ELECTRICITY SUPPLY AGREEMENT

GENERAL INFORMATION

Date: Sales Partner Name:

CUSTOMER INFORMATION

Customer: Tax Exempt (must attach exempt form):

DBA (if applicable): FEIN/TIN/SSN:

BILLING AND NOTICE INFORMATION

Address: City:

Address 2: State: Zip:

CONTACT INFORMATION

Contact Name: Contact Title:

Email: Phone:

PRODUCT INFORMATION

Product: Fixed Rate Term (months):

Supply Rate (\$/kWh): Start Date (mm/yyyy): ___ / ___

Billing Type: LDC Consolidated End Date (mm/yyyy): ___ / ___

ELECTRICITY ACCOUNT(S)

Table with 4 columns: No., Account Number, Utility, Tax Exempt. Rows 1-4.

EXECUTION AND EFFECTIVENESS

The Electricity Sales Agreement, upon the Customer's execution and Our acceptance, represents a legally binding contract between First Point Power, LLC and the Customer and shall incorporate Attachment A – Accounts, if applicable, and shall be subject to the Terms and Conditions (collectively the "Agreement"). Capitalized terms have the meanings set out in the Terms and Conditions, unless the context clearly requires otherwise. The Agreement is not valid until executed by the Customer and FPP's acceptance.

By signing below, (i) You hereby agree to purchase electricity from First Point Power, LLC, and You authorize the above Accounts and if applicable, the Accounts listed in Attachment A – Accounts to be switched to Our service; (ii) You hereby represent that You are an authorized representative of the entity listed above; (iii) You hereby represent You have the proper legal and/or corporate authority to make decisions on behalf of Account owner(s); (iv) You hereby represent all information provided in this Agreement is complete and accurate; and (v) You agree to the Terms and Conditions.

Customer: Signatory Name:

Date: Signature:

Title:

TERMS AND CONDITIONS

1. **DEFINITIONS.** The Terms **“FPP”**, **“Our”**, **“Us”**, and **“We”** refer to First Point Power, LLC and **“You”** and **“Your”** refer to Customer. **“Party”** means either Customer or First Point Power, LLC, and **“Parties”** means both Customer and First Point Power, LLC. Your local electricity distribution company is referred to as **“LDC”** or **“Utility.”** The electricity account(s) in the Agreement are referred to herein individually as an **“Account”**, and collectively as the **“Account(s).”** **“kWh”** means kilo-watt hour. **“ISO”** means the independent system operator or regional transmission organization responsible for the service territory governing an Account or any successor or replacement entity. **“Start Date”** means the first available, scheduled LDC meter read on or after the start of the Term for each Account. **“End Date”** means the first available, scheduled LDC meter read on or after the first day of the month coincident with the end of the Term for each Account. **“Ancillary / Other ISO Costs”** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other costs not otherwise included in any of the defined cost components in this Agreement. **“Capacity Costs”** means the costs for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. **“Energy Costs”** means a charge for the cost items included in the locational marginal price for the ISO zone for each Account. **“Line Loss Costs”** means the costs (to the extent not already captured in the applicable Energy Costs) We incur for each Account based on the kWh difference between the LDC metered or estimated usage and the ISO settlement volumes. **“RPS Costs”** means the costs associated with meeting renewable portfolio standards at the levels required and defined by applicable law for serving the Account(s). **“Winter Reliability Costs”** means any costs associated with the program initially approved by the Federal Regulatory Energy Commission (“FERC”) in Docket ER13-1851 and any program extension, replacement, successor, or similar program approved by FERC for any winter periods, in whole or in part, that occur while this Agreement is in effect. **“Laws”** means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, LDC tariff, ISO tariff, rule of any commission or jurisdiction in the state in which an Account is located, or rule by the Federal Energy Regulatory Commission. **“Residential Account”** is an Account classified by the New Hampshire Public Utilities Commission as residential. **“Small Commercial Account”** is an Account classified by the New Hampshire Public Utilities Commission as small commercial.
2. **PRICING AND COST COMPONENTS.** Your rate is a fixed rate per kWh. Winter Reliability Costs are included in Your price.
3. **EARLY TERMINATION FEE.** The Early Termination Fee (ETF) shall be calculated as:
 - a. For each Residential Account: \$100.00 per Account.
 - b. For each Commercial Account: the positive difference, if any, between (a) the dollar amount You would have paid to Us under this Agreement had it not been terminated early and (b) the dollar amount received by FPP as a result of any liquidation, resale, or equivalent of any purchase or hedging commitments entered into by FPP to provide service to You during this Agreement. As part the ETF You shall pay any costs We incur in collecting amounts You owe under this Agreement, including but not limited to attorneys fees, expenses, and court costs.
4. **RESCISION PERIOD.** You have the right to cancel this Agreement without penalty within five (5) business days after the date this Agreement is sent to You electronically. To rescind this Agreement, submit such request to Us (i) by phone at 1-888-875-1711, (ii) in writing Us at First Point Power, LLC, 300 Jefferson Blvd., Ste. 104, Warwick, RI 02888, or (iii) by email at enroll@firstpointpower.com.
5. **DO NOT CALL REGISTER.** You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number You wish to register.
6. **LOW-INCOME ASSISTANCE:** Eligible low-income residential customers may qualify for discounted electric rates from the LDC or electric assistance from the State. For more information, contact Your LDC or visit the New Hampshire Public Utilities Commission website at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. You may also call 211 or visit their website at 211nh.org for a list of available services in New Hampshire. FPP cannot guarantee a lower electricity rate against specialized utility rates, such as those for low income eligible customers.
7. **ENVIRONMENTAL DISCLOSURE.** You may find our Environmental Disclosure Label on our website, www.FirstPointPower.com.
8. **BILLING AND PAYMENT.** If We bill You through the LDC consolidated billing program (“LDC Consolidated”), payment is due in accordance with the LDC’s rules and in the event Your LDC does not accept, or the Account(s) are terminated, suspended or withdrawn from the billing program, We, at Our sole option, may: (i) bill You separately for the electric supply You receive from Us, including any applicable charges, or (ii) terminate this Agreement as to some or all of the Account(s) and switch such Account(s) to Your LDC. In the event that We bill You separately (“Dual Billing”), payment is due within fifteen (15) days of the date on the invoice, and if payment is not received within such fifteen (15) day period, it is considered late. For Dual Billing, late payments or partial payment balances will be subject to a late fee of 2.00% per month, or the maximum rate allowable by law, whichever is less. Under the LDC consolidated billing program, a late payment charge will be assessed at the same rate and in the same manner that Your LDC applies late payment charges to its unpaid charges. You shall reimburse FPP for any collection fees We incur in collecting Your outstanding invoices, as well as the ETF. You are still responsible for paying any and all applicable taxes, and any and all applicable LDC charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, the standard cost recovery charge, and taxes. We shall charge, and You shall be responsible for, any applicable taxes unless and until You provide Us proper and complete proof of tax exemption status. By accepting this Agreement, You affirmatively consent to the LDC sharing billing and payment information with Us, including Your participation in budget billing or extended payment arrangements.

TERMS AND CONDITIONS

9. **ENROLLMENT.** We shall employ Our best efforts to enroll each Account on its respective Start Date and You shall employ Your best efforts to cooperate with Our efforts to enroll each Account, including but not limited to providing Us with a copy of a recent electricity bill prepared by Your LDC for each Account. You understand the exact Start Date for each Account is determined by Your LDC's actual meter read dates. We shall not be held liable if an LDC actual meter read date causes Your service to start with Us on a date that is not exactly consistent with the Enrollment Date. We shall not be held liable for not enrolling any Account if such failure was due to any cause beyond Our control.
10. **DEMAND FORECASTS.** The rate specified in the Agreement is conditioned on Your representation You do not own any on-site generation, renewable energy, or energy storage capabilities, including, but not limited to waste-to-energy, solar, co-generation, or wind, collectively referred to as "On-site Generation". In the event that during Term of this Agreement You intend to install On-site Generation, You agree to provide Us written notice within fifteen (15) days from any such intention. You acknowledge and understand any use by You of On-site Generation, without prior written consent by Us, is in material breach of this Agreement. In the event You install On-site Generation, We receive the right to (i) terminate this Agreement, and invoice You the ETF; (ii) issue You a separate monthly invoice for Your Capacity Costs as a monthly dollar (\$) per kWh charge, based on Your then-current capacity obligations, as set by Your LDC; or (iii) increase Your rate for the remainder of the Agreement to a rate that covers any increase in Our costs We expect to incur due to a reduction in Your kWh usage. You agree to notify Us in writing with at least thirty (30) days written notice whenever You have reason to believe Your monthly kWh usage will depart materially from Your historical kWh usage for any reason. There are no monthly kWh usage or bandwidth requirements, except for the aforementioned On-site Generation restrictions.
11. **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.
12. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT. THE REMEDY IN ANY CLAIM OR SUIT ARISING OUT OF THIS AGREEMENT WILL BE SOLELY LIMITED TO DIRECT ACTUAL DAMAGES, PROVIDED THAT IN NO EVENT SHALL OUR LIABILITY UNDER THIS AGREEMENT EXCEED THE DIFFERENCE BETWEEN THE REASONABLE PRICE OF REPLACING ANY UNDELIVERED ELECTRICITY AND THE PRICE OF ELECTRICITY UNDER THIS AGREEMENT. OUR LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR LARGEST MONTHLY INVOICE FOR ELECTRICITY SUPPLY SERVICE DURING THE PAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING TERMINATION OF THIS AGREEMENT. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
13. **TERMINATION OF AGREEMENT BY CUSTOMER.** For each Residential Account and Small Commercial Account, You have the right to change Your CEPS at any time with no advance notice requirement, provided You pay the ETF described in this Agreement. In the event that You terminate this Agreement before the End Date, You shall pay to FPP the ETF. You may terminate this Agreement before the End Date without paying an ETF if We are in material default of any of Our obligations under this Agreement and You provide Us written notice of such default, and such default continues for forty-five (45) days after We receive written notice from You. You shall remain responsible for payment of all outstanding charges for electricity delivered and service rendered prior to the effective date of termination of this Agreement. You may terminate this Agreement by notifying Us of termination, contracting with another CEPS, contracting with the LDC for default service, or contracting with an aggregator granted with agency authority. You may notify Us of termination by contacting us via phone, email, or mail, as outlined in Section 20.
14. **TERMINATION BY FPP.** FPP reserves the right to terminate service under this Agreement for non-payment, defined as any amounts due exceeding forty-five (45) days outstanding, or upon any other material default of any of Your obligations under this Agreement, provided such default is not cured within forty-five (45) days after You receive written notice from Us. In the event that service is terminated pursuant to this paragraph, You shall pay, upon being billed, the ETF.
15. **EXPIRATION OF AGREEMENT.** You may notify Us at any time during the Agreement of Your intent to terminate this Agreement and be returned to the standard service, whether default service or otherwise. You may notify Us of Your intent to terminate by contacting Us via means outlined in Section 20. In accordance with PUC 2004.04, no less than forty-five (45) days prior to the end of a fixed contract, We will provide You notice of the date the Agreement ends, and We will outline Your renewal options, including any variable rate disclosure requirements. At the end of the Agreement, You will have the option to sign a new agreement with Us, return to the LDC standard service,

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whether default service or otherwise, or continue on Our service on a month-to-month variable rate. If following termination of this Agreement or conclusion of the Term (whether in whole or in part), for any reason, some or all of the Account(s) remain on Our service, We may continue to service such Account(s) on Our month-to-month variable rate (“Automatic Extension Term”). The price during the Automatic Extension Term may change each month, and will be determined in Our sole discretion, using market and non-market based factors. Either Party may choose to terminate any Account during the Automatic Extension Term at any time within its discretion and You shall provide Us notice of any such request You have at which time We will drop such Account(s) as of the next available, scheduled LDC meter read date(s) to the then applicable tariff service, whether default service or otherwise. We shall not be held liable for not dropping any Account if such failure was due to any cause beyond Our control.

- 16. **INFORMATION AUTHORIZATION.** You authorize Us to obtain and review information regarding Your credit history, including but not limited to information on file with credit-reporting agencies. You authorize Us to obtain and review information pertaining to the Account(s) from the LDC, which includes but is not limited to: electricity account number, phone number, address, meter-read dates, service data, rate-class data, electric consumption history, billing determinants, and payment history. You authorize Us to obtain copies of current and historical electric bills and tax exempt forms directly from the LDC pertaining to the Account(s). 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 to Us. Both Parties will keep all information regarding this Agreement and the other Party confidential; provided, however We may share some information with Our sales partners including, but not limited to meter-read dates and electric consumption history.
- 17. **ASSIGNMENT.** This Agreement shall extend to and be binding upon Our respective successors and permitted assignees; provided, however, that You may not assign this Agreement without Our prior written consent, which shall not be unreasonably withheld. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangements. In addition, We may assign Our rights and obligations hereunder to an affiliate of FPP, any person or entity succeeding to all or substantially all of the assets of FPP, or to a competitive supplier licensed to do business in Your state. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligations hereunder. For each Residential Account and each Small Commercial Account, We will provide You thirty (30) days notice of any assignment, in accordance with PUC 2004.13, which will include information for residential and small commercial customers regarding their right to switch supply source without paying an ETF.
- 18. **MISCELLANEOUS PROVISIONS.** 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. 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. Each Party will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury including without limitation, death, tangible property damage or any other damages arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity provided pursuant to this Agreement that the indemnifying Party caused due to its negligence, willful misconduct, or any action or inaction which gives rise to any liability. No delay or failure by Us in enforcing any part of this Agreement shall be deemed a waiver of any of Our rights or remedies. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. This Agreement and all matters arising out of or relating to it shall be governed and construed in accordance with the laws in which any Account is located, without regard to any conflicts-of-law principle that directs the application of another jurisdiction’s laws. If the matter at issue involves Accounts or matters in more than one state, the governing jurisdiction and venue shall be deemed to be Rhode Island.
- 19. **CHANGE IN LAW.** This Agreement is subject to all present and future, valid and applicable Laws. In the event there are any new Laws, or if there are any changes, modifications, or changes in interpretation or application of any Laws (including changes to formula rate calculations), We may, in Our sole discretion, pass through or allocate, as the case may be, any increase or decrease in Our costs due to the foregoing. If there is a change in a rate class or profile class, as determined by the LDC, or otherwise, which applies to any Account, or any changes are instituted to the LDC consolidated bill program which creates additional costs not currently included in Your rate, We may pass through such costs to You. In Our sole discretion, We may pass through such aforementioned costs by (i) issuing You a separate monthly invoice for the costs, or (ii) by increasing Your rate for the remainder of the Term to a rate that covers any increase or decrease in Our future costs during the Term of this Agreement. You agree to pay any such pass through costs accordance with this Agreement.
- 20. **CONTACT INFORMATION.** You may reach Us by (i) phone at (888) 875-1711 from 9:00 AM to 5:30 PM EST; (ii) email at enroll@firstpointpower.com; or (iii) mail at 300 Jefferson Blvd., Ste. 104, Warwick, RI 02888. Our website is www.FirstPointPower.com. You agree to accept notices in electronic format as a primary method, and then US mail, when electronic notices are not successful. Should You wish to change Your preferred method of communication You agree to submit such request to Us in writing, by phone, or by email. For emergencies, outages, and equipment service, contact Your LDC below via phone.

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- a. Eversource Energy (PSNH): 1-800-662-7764; Liberty Utilities: 1-800-375-7413; New Hampshire Electric Co-op: 1-800-343-6432; Unitil Energy Systems: 1-800-852-3339.

21. DISPUTE RESOLUTION. In the event of a disagreement involving the terms of this Agreement, the Parties will use best efforts to resolve the dispute and shall use commercially reasonable means to mitigate its effects. You can contact Us in writing or by contacting Us via means outlines in Section 20, regarding any disputed bill, stating the reason for the dispute, within twenty (20) days of receiving the bill and You agree to pay the undisputed portion of the bill. If You do not notify Us in writing of a disputed bill within 60 days after the due date, the dispute is deemed waived. Any Party who believes they have been or will be aggrieved by a violation of rules governing third party electricity suppliers in New Hampshire may file a complaint with the New Hampshire Public Utilities Commission ("NHPUC"). You may contact the NHPUC to obtain information on consumer protection rights by calling the Commissions' Consumer Services Division at 1-800-852-3793, Monday Through Friday, 8:00 AM to 4:30 PM or by writing to the Commission at: New Hampshire Public Utilities Commission, Consumer Services Division, 21 South Fruit Street Suite 10, Concord, NH 03301-2429.