October 11, 2017

NHPUC 120CT'17AM10:57

ThinkEnergy

Via Overnight Delivery New Hampshire Public Utilities Commission 21 South Fruit Street, Suite 10 Concord, NH 03301-2429 Attn: Debra A. Howland, Executive Director

RE: Docket No. 15-490 – ENGIE Retail, LLC d/b/a Think Energy ("Think Energy")

Compliance with Puc 2000 Rules Amendments Effective 11/01/17 – Filing of Revised Contract Forms for Residential and Small Commercial Customers

Pursuant to NH PUC's letter dated September 26, 2017 re Compliance with Puc 2000 Rules Amendments Effective November 1, 2017 - Filing of Revised Contract Forms for Residential and Small Commercial Customers, Think Energy hereby submits an original and two (2) copies of both its Residential and Small Commercial Customers' Contract Summary and Terms of Service.

Please contact Julian Mithani, Senior Attorney, at (713) 636-1797 or via email at julian.mithani@na.engie.com with respect to any questions concerning this filing.

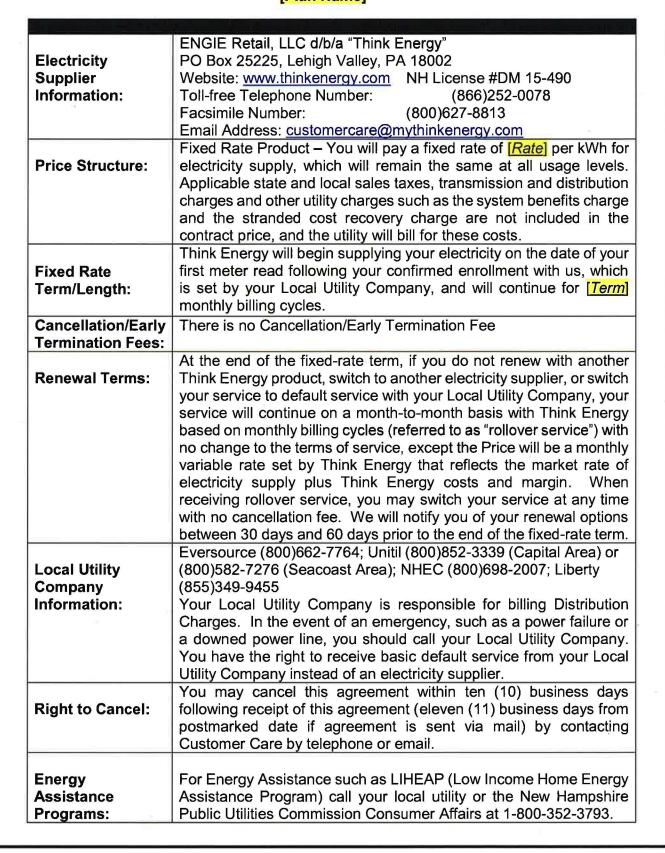
Regards,

Marsha F. Caf /s/

Marsha Griffin Senior Paralegal ENGIE Retail, LLC d/b/a Think Energy 1990 Post Oak Blvd., Suite 1900 Houston, TX 77056 www.mythinkenergy.com

NEW HAMPSHIRE ELECTRICITY SUPPLIER Think Energy **RESIDENTIAL CONTRACT SUMMARY** [Plan Name]

by engie



ThinkEnergy®

by **engie**

RESIDENTIAL – FIXED RATE NEW HAMPSHIRE TERMS OF SERVICE

Your fixed-rate price and fixed-rate term can be found on your Contract Summary. This Terms of Service Agreement, together with your Contract Summary in writing, by telephone, or through the internet, constitutes your contract for service with Think Energy. Contact Customer Care to request a written copy of the contract documents sent to you by regular mail.

<u>Purchase and Sale</u>. Think Energy will sell and supply and you will purchase and receive all electricity necessary to meet your full requirements for your service location.

Term. Service will begin on the date of your first meter read following your confirmed enrollment with us by your local utility. Because this date is determined by your local utility, we are not able to commit to a specific start date for your service. If you are a current customer renewing with Think Energy, your new fixedrate will take effect on the first meter read date following the date your new renewal is processed by Think Energy or at the end of your current fixed-rate term, whichever is later. Upon completion of the fixed-rate term, if you fail to take action, the term will continue on a month-to-month basis based on monthly meter read cycles (referred to as "rollover service") with no change to these terms of service, except the Price will be a monthly variable rate described in the following paragraph. When receiving rollover service, you may cancel this agreement at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.

<u>Price</u>. During the fixed-rate term you will pay the fixed-rate price per kWh of electricity consumed, which is inclusive of all electricity supply service including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO charges or administrative fees incurred. If you are on rollover service, the price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin. Taxes and Utility Related Charges are not included in the Price and will be passed through to you. "Utility Related Charges" means charges or surcharges by your local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of your state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items. "Taxes" means any and all taxes and fees imposed on the purchase and sale of electricity by any governmental authority.

<u>Switching</u>. If you switch your electricity supplier, your local utility may apply a switching fee. If you return to your local utility after switching to an electricity supplier, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your local utility. You can terminate service with Think Energy by notifying Think Energy, contracting with a new supplier, contracting with an aggregator granted agency authority, or contacting the utility to select default service.

<u>Billing and Payment; Consolidated Billing</u>. You will be invoiced by your local utility showing the charges due for each preceding billing cycle, including the monthly charges for electricity consumption and any other related charges or fees, plus any Taxes and Utility Related Charges. Your local utility may in some cases use estimated data for billing purposes, but such estimates will be reconciled once the local utility receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Payment is due according to your local utility's billing due date. "Billing cycle" means the period between meter read dates. Your local utility and/or Think Energy may offer you budget billing plans.

Late Fees: Disconnection: Invoice Adjustments. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies. Your service could also be disconnected in accordance with your local utility tariff. Any dispute with respect to an invoice is waived unless the other party is notified within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made; provided, however, that in the event the local utility adjusts its meter reading for any reason, we may make a corresponding adjustment to the next invoice or issue a separate invoice to reconcile such adjustment.

<u>Force Majeure</u>. There may be certain events that are beyond the reasonable control of Think Energy that could not have been prevented by our exercise of due diligence such as acts of God, acts of any governmental authority, accidents, labor strikes, etc. If we are unable to carry out, in whole or part, our obligations under this agreement that may result in interruptions of service due to such an event, we will give you notice and provide full details of the event in writing as soon as practicable after the occurrence of the event. During this period, our obligations will be suspended to the extent required.

CANCELLATION BY THINK ENERGY. Think Energy may switch your service to local utility default service upon ten (10) business days prior written notice in the event of any of the following: (a) you fail to make any payment required under this agreement; (b) any representation or warranty made by you in this agreement proves to have been false or misleading or ceases to remain true, or (c) you are deemed ineligible for consolidated billing, or you request dual billing from your local utility. This paragraph does not limit any right of setoff, combination of accounts, lien or other right which Think Energy may have or acquire (through operation of law, contract or otherwise).

Renewable Energy Plan. If you select a

"Renewable" or "Green" Product Plan pursuant to this Agreement, you are agreeing to purchase from Think Energy a product supported 100% by renewable energy credits (RECs). Think Energy will purchase and retire RECs in an amount equal to your consumption during the fixed-rate term, and such RECs may be procured by sources allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility.

NEITHER PARTY IS Limitation of Liability. LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN CONTRACT. UNDER TORT. ANY INDEMNITY PROVISION OR OTHERWISE. AND SUCH DAMAGES AND REMEDIES ARE WAIVED.

Miscellaneous. Notices, correspondence, and address changes must be by telephone or in writing and delivered by regular or electronic or facsimile. Notice by facsimile, mail. electronic mail or hand delivery is deemed to have been received on the date transmitted or delivered (after business hours deemed received on next business day). Each of you and Think Energy will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such party. No waiver by you or Think Energy of any one or more defaults by the other party in the performance of any of the provisions of this agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any provision or section of this agreement declared or rendered unlawful by a court of law or regulatory agency with applicable jurisdiction or deemed unlawful because of a statutory change, will not affect the lawful obligations under this agreement. All indemnity obligations will survive cancellation of this agreement. ALL MATTERS ARISING OUT OF, OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND

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CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW HAMPSHIRE, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. Except as specifically stated herein, Think Energy and its successors and assigns make NO WARRANTIES OF ANY KIND. EITHER **EXPRESS** OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services provided or the activities you undertake, pursuant to this agreement. We are solely a counter-party in all transactions with you under this or any other agreement and we have no duty to advise you or exercise judgment on your behalf as to the merits or suitability of any transactions that we propose to enter into with you.

You may not assign this Assianment. agreement or any of your rights or obligations under this agreement without the prior written consent of Think Energy. We may, without your consent transfer or sell our receivables (along with corresponding rights of disconnection). accounts, or proceeds. We may also assign this agreement to a certified electric supplier or affiliated entity pursuant to N.H. Code Admin. R. Ann. PUC 2004.05 (2015). Prior to such an assignment, you will be given at least fourteen (14) days prior written notice informing you of your options to continue service with the transferee, switch to an alternate supplier, or return to utility default service. Any assignment in violation of this paragraph is void. After our assignment of this agreement, we will have no further obligations under this agreement.

Changes to Terms of Service. This agreement constitutes the entire agreement between you and Think amendment. Energy. No modification, waiver or change will be enforceable except as outlined in this paragraph. If we wish to make changes to this agreement, we will first send you a written notice at least 30 days in advance through a separate document or on your invoice. Notice is not required for any changes that benefit you. This written notice will be clearly labeled "Important Notice Regarding Changes to Your

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Terms of Service." If you are satisfied with the changes, no action is necessary to continue to receive service. If you find the changes unacceptable, you may choose to switch to another supplier before the changes go into effect, without any charge or cancellation fee, however all outstanding balances will still be due. A new Terms of Service will be provided to you whenever a change is made and upon request at any time free of charge.

Dispute Resolution. Contact Think Energy Customer Care via mail, facsimile, email, or telephone (866)252-0078 at with anv complaints or disputes. In the event of an unresolved dispute or complaint, or for auestions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (http://www.puc.state.nh.us/).

Privacy and Information Release Authorization. You authorize Think Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from your local utility: consumption history, billing and payment information, local utility account number, credit information, participation in budget billing or other payment arrangements, existence of medical emergencies, status as to whether you have a medical emergency, are human needs, elderly, blind or disabled and data applicable to cold weather periods. and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Think Energy in accordance with applicable law to determine whether we will commence and/or continue to provide electricity supply service to you and will not be disclosed to a third party unless required by law. Visit https://www.donotcall.gov/ or call 1-888-382-1222 to add your contact information to the national do not call registry. Your acceptance of this agreement constitutes authorization for the release of this information to Think Energy. This authorization will remain in effect during the agreement Term. You may rescind this authorization at any time by providing written notice or by calling Customer Care, however such a rescission entitles Think Energy to cancel this contract. A copy of Think Energy's privacy policy can be found at www.mythinkenergy.com/privacy-policy.

NEW HAMPSHIRE ELECTRICITY SUPPLIER SMALL COMMERCIAL CONTRACT SUMMARY [Plan Name] by engice

	ENGIE Retail, LLC d/b/a "Think Energy"
Electricity	PO Box 25225, Lehigh Valley, PA 18002
Supplier	Website: www.thinkenergy.com NH License #DM 15-490
Information:	Toll-free Telephone Number: (866)252-0078
	Facsimile Number: (800)627-8813
	Email Address: customercare@mythinkenergy.com
	Fixed Rate Product – You will pay a fixed rate of [Rate] per kWh for
Price Structure:	electricity supply, which will remain the same at all usage levels.
	Applicable state and local sales taxes, transmission and distribution
	charges and other utility charges such as the system benefits charge
	and the stranded cost recovery charge are not included in the
	contract price, and the utility will bill for these costs.
	Think Energy will begin supplying your electricity on the date of your
Fixed Rate	first meter read following your confirmed enrollment with us, which
Term/Length:	is set by your Local Utility Company, and will continue for [Term]
	monthly billing cycles.
Cancellation/Early	Cancellation Fee is equal to \$50 for each month remaining in the
Termination Fees:	fixed-rate term. Cancellation Fee does not apply if your business
	closes or you move to another location.
	At the end of the fixed-rate term, if you do not renew with another
Renewal Terms:	Think Energy product, switch to another electricity supplier, or switch
	your service to default service with your Local Utility Company, your
	service will continue on a month-to-month basis with Think Energy
	based on monthly billing cycles (referred to as "rollover service") with
	no change to the terms of service, except the Price will be a monthly
	variable rate set by Think Energy that reflects the market rate of
	electricity supply plus Think Energy costs and margin. When
	receiving rollover service, you may switch your service at any time
	with no cancellation fee. We will notify you of your renewal options
	between 30 days and 60 days prior to the end of the fixed-rate term.
	Eversource (800)662-7764; Unitil (800)852-3339 (Capital Area) or
Local Utility	(800)582-7276 (Seacoast Area); NHEC (800)698-2007; Liberty
Company	(855)349-9455
Information:	Your Local Utility Company is responsible for billing Distribution
intornation.	Charges. In the event of an emergency, such as a power failure or
	a downed power line, you should call your Local Utility Company.
	You have the right to receive basic default service from your Local
	Utility Company instead of an electricity supplier.
Dight to Coursely	You may cancel this agreement within ten (10) business days
Right to Cancel:	following receipt of this agreement (eleven (11) business days from
	postmarked date if agreement is sent via mail) by contacting
	Customer Care by telephone or email.
Energy	For Energy Assistance such as LUEAD (Law Income Light Former
Energy	For Energy Assistance such as LIHEAP (Low Income Home Energy
Assistance	Assistance Program) call your local utility or the New Hampshire
Programs:	Public Utilities Commission Consumer Affairs at 1-800-352-3793.

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by **engie**

SMALL COMMERCIAL – FIXED RATE NEW HAMPSHIRE TERMS OF SERVICE

Your fixed-rate price and fixed-rate term can be found on your Contract Summary. This Terms of Service Agreement, together with your Contract Summary in writing, by telephone, or through the internet, constitutes your contract for service with Think Energy. Contact Customer Care to request a written copy of the contract documents sent to you by regular mail.

<u>Purchase and Sale</u>. Think Energy will sell and supply and you will purchase and receive all electricity necessary to meet your full requirements for your service location.

Term. Service will begin on the date of your first meter read following your confirmed enrollment with us by your local utility. Because this date is determined by your local utility, we are not able to commit to a specific start date for your service. If you are a current customer renewing with Think Energy, your new fixedrate will take effect on the first meter read date following the date your new renewal is processed by Think Energy or at the end of vour current fixed-rate term, whichever is later. Upon completion of the fixed-rate term, if you fail to take action, the term will continue on a month-to-month basis based on monthly meter read cycles (referred to as "rollover service") with no change to these terms of service, except the Price will be a monthly variable rate described in the following paragraph. When receiving rollover service, you may cancel this agreement at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.

<u>Price</u>. During the fixed-rate term you will pay the fixed-rate price per kWh of electricity consumed, which is inclusive of all electricity supply service including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO charges or

administrative fees incurred. If you are on rollover service, the price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin. Taxes and Utility Related Charges are not included in the Price and will be passed through to you. "Utility Related Charges" means charges or surcharges by your local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of your state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items. "Taxes" means any and all taxes and fees imposed on the purchase and sale of electricity by any governmental authority.

<u>Switching</u>. If you switch your electricity supplier, your local utility may apply a switching fee. If you return to your local utility after switching to an electricity supplier, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your local utility. You can terminate service with Think Energy by notifying Think Energy, contracting with a new supplier, contracting with an aggregator granted agency authority, or contacting the utility to select default service.

<u>Billing and Payment; Consolidated Billing</u>. You will be invoiced by your local utility showing the charges due for each preceding billing cycle, including the monthly charges for electricity consumption and any other related charges or fees, plus any Taxes and Utility Related Charges. Your local utility may in some cases use estimated data for billing purposes, but such estimates will be reconciled once the local utility receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Payment is due according to your local utility's billing due date. "Billing cycle" means the period between meter read dates. Your local utility and/or Think Energy may offer you budget billing plans.

Disconnection: Fees: Late Invoice Adjustments. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies. Your service could also be disconnected in accordance with your local utility tariff. Any dispute with respect to an invoice is waived unless the other party is notified within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made; provided, however, that in the event the local utility adjusts its meter reading for any reason, we may make a corresponding adjustment to the next invoice or issue a separate invoice to reconcile such adjustment.

<u>Change in Law</u>. If there is a change in law, ISO zonal boundaries, administrative regulation, or any fees or costs imposed by your ISO or by a governmental authority and such change causes Think Energy to incur any capital, operating or other costs relating to your electricity service, then such costs may be passed through to you.

<u>Force Majeure</u>. There may be certain events that are beyond the reasonable control of Think Energy that could not have been prevented by our exercise of due diligence such as acts of God, acts of any governmental authority, accidents, labor strikes, etc. If we are unable to carry out, in whole or part, our obligations under this agreement that may result in interruptions of service due to such an event, we will give you notice and provide full details of the event in writing as soon as practicable after the occurrence of the event. During this period, our obligations will be suspended to the extent required.

<u>CANCELLATION BY THINK ENERGY;</u> <u>EARLY CANCELLATION FEE</u>. Think Energy may cancel this agreement and switch your service to local utility default service upon ten (10) business days prior written notice in the event of any of the following: (a) you fail to make any payment required under this agreement; (b) any representation or warranty made by you in this agreement proves to have been false or misleading or ceases to remain true, or (c) you are deemed ineligible for consolidated billing, or you request dual billing from your local utility. If we cancel your agreement or you fail to utilize Think Energy as your sole supplier of electricity for your service location (by switching to another supplier or otherwise), then you will be responsible for the cancellation fee. This paragraph does not limit any right of setoff, combination of accounts, lien or other right which Think Energy may have or acquire (through operation of law, contract or otherwise).

<u>Renewable Energy Plan</u>. If you select a "Renewable" or "Green" Product Plan pursuant to this Agreement, you are agreeing to purchase from Think Energy a product supported 100% by renewable energy credits (RECs). Think Energy will purchase and retire RECs in an amount equal to your consumption during the fixed-rate term, and such RECs may be procured by sources allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility.

Limitation of Liability. NEITHER PARTY IS LIABLE TO THE FOR OTHER CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT. CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. AND SUCH DAMAGES AND REMEDIES ARE WAIVED.

Miscellaneous. Notices, correspondence, and address changes must be by telephone or in writing and delivered by regular or electronic mail, or facsimile. Notice by facsimile, electronic mail or hand delivery is deemed to have been received on the date transmitted or delivered (after business hours deemed received on next business day). Each of you and Think Energy will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such party. No waiver by you or Think Energy of any one or more defaults by the other party in the performance of any of the provisions of this agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any provision or section of this agreement declared or rendered unlawful by a court of law or regulatory agency with applicable jurisdiction or deemed unlawful because of a statutory change, will not affect the lawful obligations under this agreement. All indemnity obligations will survive cancellation of this agreement. ALL MATTERS ARISING OUT OF. OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW HAMPSHIRE, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. Except as specifically stated herein. Think Energy and its successors and assigns make NO WARRANTIES OF ANY KIND. **EXPRESS** EITHER OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF IMPLIED MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services provided or the activities you undertake, pursuant to this agreement. We are solely a counter-party in all transactions with you under this or any other agreement and we have no duty to advise you or exercise judgment on your behalf as to the merits or suitability of any transactions that we propose to enter into with you.

Assignment. You may not assign this agreement or any of your rights or obligations under this agreement without the prior written consent of Think Energy. We may, without your consent transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds. We may also assign this agreement to a certified electric supplier or affiliated entity pursuant to N.H. Code Admin. R. Ann. PUC 2004.05 (2015). Prior to such an assignment, you will be given at least fourteen (14) days prior written notice informing you of your options to continue service with the transferee, switch to an alternate supplier, or return to utility default service. Any assignment in violation of this paragraph is void. After our NH.Resi.FP.101017

assignment of this agreement, we will have no further obligations under this agreement.

Changes to Terms of Service. This agreement constitutes the entire agreement between you and Think Eneray. No amendment. modification. waiver or will change be enforceable except as outlined in this paragraph. If we wish to make changes to this agreement, we will first send you a written notice at least 30 days in advance through a separate document or on your invoice. Notice is not required for any changes that benefit you. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Terms of Service." If you are satisfied with the changes, no action is necessary to continue to receive service. If you find the changes unacceptable, you may choose to switch to another supplier before the changes go into effect, without any charge or cancellation fee, however all outstanding balances will still be due. A new Terms of Service will be provided to you whenever a change is made and upon request at any time free of charge.

Dispute Resolution. Contact Think Energy Customer Care via mail, facsimile, email, or (866)252-0078 with telephone at anv complaints or disputes. In the event of an unresolved dispute or complaint, or for about auestions vour rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (http://www.puc.state.nh.us/).

Privacy and Information Release Authorization. You authorize Think Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from your local utility: consumption history, billing and payment information, local utility account number, credit information, participation in budget billing or other payment arrangements, existence of medical emergencies, status as to whether you have a medical emergency, are human needs, elderly, blind or disabled and data applicable to and information cold weather periods, pertaining to tax status and eligibility for economic development or other incentives.

This information may be used by Think Energy in accordance with applicable law to determine whether we will commence and/or continue to provide electricity supply service to you and will not be disclosed to a third party unless required by law. Visit https://www.donotcall.gov/ or call 1-888-382-1222 to add your contact information to the national do not call registry. Your acceptance of this agreement constitutes authorization for the release of this information to Think Energy. This authorization will remain in effect during the agreement Term. You may rescind this authorization at any time by providing written notice or by calling Customer Care, however such a rescission entitles Think Energy to cancel this contract. A copy of Think Energy's policy privacy can be found at www.mythinkenergy.com/privacy-policy.