



## Disclosure Statement for PECO Electric Utilities

This is an agreement (“Agreement”) for electric generation services, between Star Energy Partners LLC (“Star Energy Partners”) and

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(Customer Name and Full Address)

### Background

- We at Star Energy Partners are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2014-2452791.
- We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Because you elected Renewable Energy, Star Energy Partners will purchase renewable energy certificates (“RECs”), as applicable, in an amount as required to satisfy its REC purchase obligation.
- You will receive a single bill from your EDC (defined herein) that will contain the EDC’s charges and Star Energy Partners’ charges.
- Right of Rescission – You may rescind this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. You can contact us by phone at 1-855-427-7827, in writing at 5737 Kanan Road, #627, Agoura Hills, CA 91301 or electronically at [info@starenergypartners.com](mailto:info@starenergypartners.com) to cancel this Agreement.
- Right of Cancellation – You may cancel this Agreement without penalty at any time for any reason. You can contact us by phone at 1-855-427-7827, in writing at 5737 Kanan Road, #627, Agoura Hills, CA 91301 or electronically at [info@starenergypartners.com](mailto:info@starenergypartners.com) to cancel this Agreement.

### Definitions

- “Agreement” – The legal contract for Services between you and Star Energy Partners, and consists of these terms and conditions (“T&Cs”) as well as any related agreement herein or therein, including the Enrollment Documentation.

Notwithstanding any language to the contrary, these T&Cs take precedence over any conflicting language in any other agreement.

- “Basic Services” – The services necessary for the physical delivery of electric service, including generation, transmission and distribution. The monthly customer charge and the temporary transition charge are also basic service charges.
- “Customer” or “you” or “your” – The person subscribing to our services and with whom we have entered into the Agreement. This includes a person we reasonably believe is acting with the authority or knowledge of the person whose name is on the account based on information provided in the Enrollment Documentation.
- “Customer Charge” – The basic service charge to partially cover costs for billing, meter reading, equipment and service line maintenance. If you select a new supplier, the name, address and telephone number for both your distribution and supplier company will appear on your bill.
- “Distribution Charges” – Part of the basic service charges on every customer’s bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.
- “Electric Distribution Company” or “EDC” – The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PUC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.
- “Electric Generation Supplier” or “EGS” – A person or corporation, broker, marketer, aggregator or any other entity licensed by the PUC that sells electricity to customers, using the transmission or distribution facilities of an EDC.
- “Enrollment Documentation” – The welcome letter you will receive after enrollment that will include these T&Cs and any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise provided to Customer in order to commence Services.
- “Fees” – means the Advantage Fee and taxes, fees, assessments, government charges and charges levied by your EDC for distribution and other services and taxes, fees and charges levied by us or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, EDC taxes, gross receipts taxes, and sales or use taxes imposed on Star Energy Partners and/or you by federal, state, and/or local authorities that we pass through to you.
- “Generation Charge” or “Generation Charges” – Part of the basic service charges on every customer’s bill for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. This charge depends on the Agreement between the Customer and Supplier.
- “Hybrid Advantage Plan” means the 36 month period of time during which you have authorized us to select the lowest available Price Segment on your behalf, subject to your right to select an alternate Price Segment or to cancel the Agreement without penalty.

- “Kilowatt-hour” or “kWh” – The basic unit of electric energy for which most customers are charged in cents per kWh. A kWh is the equivalent of using ten 100-watt light bulbs for one hour.
- “Parties” – Star Energy Partners and you.
- “Price Segment” means a number of calendar months during which you have a low fixed Rate that we select for you and that you may change if you prefer a different Rate for a different duration. The Rate and duration of the First Price Segment are set forth in the Enrollment Documentation; each subsequent Price Segment during the Term, if applicable, will be communicated to you in advance.
- “Rate” means the fixed amount per kWh charged to you for supply charges for each Price Segment during the Term of this Agreement. The Rate will not change for the duration of a given Price Segment. The Rate does not include delivery service charges, applicable taxes, other Utility charges associated with providing your electricity service or the Advantage Fee; therefore, the First Price Segment indicated in the LOA is not the total monthly amount for electric service.
- “Renewable Energy” – Resources used to generate electricity that are replaced naturally, or by mankind’s contribution (municipal solid waste incineration and landfill methane). Renewable Energy may include fuels and technologies such as solar photovoltaic energy, solar thermal energy, wind power, low head hydropower, geothermal energy, landfill and mine based methane gas, energy from waste and sustainable biomass energy.
- “Supplier” or “we” or “us” – Star Energy Partners.

## Terms of Service

### 1. Basic Service Prices

You will be enrolled in the Hybrid Advantage Plan with Star Energy Partners for a term of 36 months (the “Term”), which includes one or more Price Segments throughout the Term. You have selected your preferred initial Rate, which is indicated in your Enrollment Documentation and below (“First Price Segment”). Your First Price Segment will continue for a length of 9 – 36 months, depending on the Price Segment you selected. The Rate will not change during any Price Segment, but each subsequent Price Segment may feature a different rate. Please visit [www.starenergypartners.com/resources/average-monthly-bill](http://www.starenergypartners.com/resources/average-monthly-bill) to see our average monthly billed prices and note that historical pricing is not indicative of present or future pricing. If your First Price Segment is less than 36 months in duration, 30 days prior to its expiration you will receive written notice from Star Energy Partners explaining the new Price Segment that will take effect upon expiration of the First Price Segment. You may contact us if you prefer to select a different Price Segment. Additionally, you have the right to cancel your Agreement with us at any time without penalty by contacting us as 1-855-427-7827.

Hybrid Advantage Plan:

First Price Segment is for a fixed price of \_\_\_\_\_ cents per kWh for \_\_\_\_\_ months for electric generation service.

### 2. Length of Agreement

You will buy your electricity generation service for the above address from us beginning on the date set by your EDC and will continue for 36 months (or billing cycles). Your Agreement is set to begin on the date that your electric generation service is switched to Supplier by your EDC and will expire after 36 months from the date your electric generation service begins.

### 3. Cancellation and Fees

**Cancellation/Early Cancellation Fees.** Upon receipt of this Disclosure Statement, you will have three business days to rescind this Agreement (the “Rescission Period”). If this Agreement is not rescinded during any applicable Rescission Period, then your enrollment will be complete. Thereafter, you may cancel this Agreement, without penalty, for any reason at any time. We may also cancel this Agreement without penalty to you or us, if such cancellation by us is due to a change in law or other act beyond our reasonable control that would cause us to no longer be able to provide Service to you so long as such cancellation notice is provided prior to cancelling the Agreement. Upon any cancellation of the Agreement, unless you have selected another EGS, you will return to receiving standard service

offered from your EDC, in which case you may not be served under the same rates, terms, and conditions that apply to other EDC customers.

Any cancellation notice sent by you or us must specify the cancellation date subject to the required regulatory notice period set forth in the PA EGS Rules. Upon any cancellation, other than as stated herein, you will remain responsible for any unpaid electric supply balance as of the cancellation date, plus any applicable ECF. The delivery of electricity to you cannot be cancelled or interrupted by the EDC as a result of any dispute between us and you, but may be cancelled by the EDC for nonpayment of EDC charges in accordance with applicable law. Since the EDC purchases our receivables attributable to the Services provided to you hereunder, such receivables become EDC charges for purpose of cancellation of Service.

**Advantage Fee.** In addition to the Rate, you will pay a fee of 50 cents a day during the Term, which allows us to purchase 100% national wind renewable energy credits based upon your individualized usage and to provide you the lowest available Rate for each subsequent Price Segment, as applicable (“Advantage Fee”).

#### **4. Billing and Payment.**

You will receive a single bill for the Service supplied by us and the electric distribution from the EDC at the monthly interval set with the EDC. While we do not offer budget billing, if you have chosen budget billing and are receiving a single bill for both Service and the delivery of such Service from the EDC, the EDC will continue to manage your budget billing and determine your monthly payment for Service. Please contact the EDC with any questions regarding your budget. You will be billed additional charges by the EDC, including taxes and charges to transmit and distribute the electricity to your home from the EDC, consistent with its filed tariffs. You are responsible for paying any new or increased taxes imposed on us or you regarding transmission or distribution of the electricity during the term of this Agreement. You may be liable for the costs we incur if we must terminate your Service for failure to pay, such as collection costs or attorney fees. Star Energy Partners shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement. You will be billed and pay Star Energy Partners for the Service based on meter readings and consumption information that we receive from your EDC.

#### **5. Agreement Expiration/Change in Terms.**

When the Term of your Hybrid Advantage Plan is approaching expiration, we will send you advance written notices approximately 60 days and 30 days before the expiration date via separate corresponding mailings. The notice will explain that you will automatically be enrolled in a new 36 month Hybrid Advantage Plan under the same or different terms and conditions and will include your new low Price Segment. You may contact us if you prefer to select a different Price Segment. If you instead choose to cancel this Agreement and not to enroll in a new Hybrid Advantage Plan, you understand

that you are responsible for arranging for your Retail Electric Generation Service and that there is no cancellation fee. Each new renewal period after your initial Hybrid Advantage Plan will be deemed a “Renewal Plan”. If we propose to change our terms of service in any type of agreement, we will send you advance written notices approximately 60 days and 30 days before the effective date of the change via separate corresponding mailings. We will explain your options to you in these two advance notifications.

## **6. Customer Consent.**

All authorizations provided herein will remain in effect for the duration of the Hybrid Advantage Plan and, if applicable, the Renewal Plan of this Agreement; however, authorization may be rescinded by you any time by contacting SEP. You authorize SEP to select each Price Segment subsequent to the First Price Segment, as applicable. By choosing to accept this offer from SEP, you understand and agree to the terms and conditions of this Agreement with SEP.

## **7. Dispute Procedures.**

Contact us with any questions concerning our terms of service at the contact information below. If you are still not satisfied after discussing the terms within this Disclosure Statement, you may call the PUC at the contact information below.

## **8. Contact Information**

Supplier:

Name: Star Energy Partners LLC  
Address: 5737 Kanan Road, #627  
Agoura Hills, CA 91301  
Phone Number: 1-855-427-7827  
Internet Address: [www.starenergypartners.com](http://www.starenergypartners.com)

Electric Distribution Company/Default Service Provider:

Name: PECO Energy Company  
Address: 2301 Market Street, Philadelphia, PA 19103  
Phone Number: 1-800-494-4000  
Emergency Number: 1-800-841-4141

Universal Service – Customer Assistance Program:

PECO Electric Utilities Universal Service Program  
Phone Number: 1-800-774-7040

Public Utility Commission (PUC):

[www.puc.pa.gov](http://www.puc.pa.gov)  
Address: P.O. Box 3265 Harrisburg, PA 17105-3265  
Phone Number: 1-800-692-7380

## **Contract Summary**

Electric Generation Supplier Information	<p>Star Energy Partners            5737 Kanan Road, #627            Agoura Hills, CA 91301            1-855-427-7827  <a href="http://www.stareenergypartners.com">www.stareenergypartners.com</a></p> <p>Star Energy Partners is responsible for the generation charges.</p>
Price Structure	<p>Fixed Pricing for each Price Segment.</p> <p>The price is based on Supplier's direct cost of acquiring the electric generation supply delivered to the EDC for the Price Segment.</p>
Advantage Fee	50 cents/day
Generation/Supply Price	<p>First Price Segment: [redacted] cents per kWh for [redacted] months.</p> <p>100% National Wind</p>
Savings	The supply price may not always provide savings to the customer.
Contract Start Date	You will purchase your electricity generation service from Star Energy Partners beginning on the date that your electric generation service is switched to Star Energy Partners by your EDC.
Contract Term Length	36 Month Term
Cancellation/Early Cancellation Fees	\$0
Renewal Terms	<p>When the Term of your Hybrid Advantage Plan is approaching expiration, we will send you advance written notices approximately 60 days and 30 days before the expiration date via separate corresponding mailings. The notice will explain that you will automatically be enrolled in a new 36 month Hybrid Advantage Plan under the same or different terms and conditions and will include your new low Price Segment. You may contact us if you prefer to select a different Price Segment.</p> <p>If you instead choose to cancel this Agreement and not to enroll in a new Hybrid Advantage Plan, you understand that you are responsible for arranging for your Retail Electric Generation Service and that there is no cancellation fee.</p> <p>If we propose to change our terms of service in any type of agreement, we will send you</p>

	<p>advance written notices approximately 60 days and 30 days before the effective date of the change via separate corresponding mailings. We will explain your options to you in these two advance notifications.</p>
Electric Distribution Company Information	<p>PECO Energy Company 2301 Market Street Philadelphia, PA 19103 Phone Number: 1-800-494-4000 Emergency Number: 1-800-841-4141 <a href="https://www.peco.com">https://www.peco.com</a></p> <p>PECO Energy Company is your utility provider.</p> <p>The EDC is responsible for distribution charges, as well as any emergencies or outages.</p>