



### General Terms and Conditions

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Marathon Power, LLC D/B/A Marathon Energy (“Marathon”), an independent energy services company, and you (“Customer”) under which Customer authorizes Marathon to initiate natural gas and/or electricity supply service and begin Customer’s enrollment with Marathon (“Agreement”). Subject to the terms and conditions of this Agreement, Marathon agrees to sell and Customer agrees to purchase and accept all the natural gas and/or electricity required to serve Customer’s account(s) listed on the first page of this Agreement (“Purchase Quantities”). Marathon does not guarantee savings under this Agreement. Customer’s LDCs will continue to deliver the natural gas and/or electricity supplied by Marathon. Marathon is not affiliated with and does not represent Customer’s utility(ies) (“LDC(s)").
2. **Information Release Authorization.** Customer authorizes Marathon to obtain and review information regarding Customer’s credit history from credit reporting agencies and information from Customer’s LDC(s), which shall include, but not be limited to the following: consumption history; billing determinants; account numbers; credit information; public assistance status; existence of medical emergencies; status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled; data applicable to cold weather periods under section 32(3) of the NY Public Service Law; information pertaining to section 33 of the NY Public Service Law; tax status; and eligibility for economic development or other incentives (collectively, “Customer Information”). This information may be used by Marathon to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Marathon reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to Marathon or by calling Marathon at 1-888-779-7255. Marathon reserves the right to cancel this Agreement in the event Customer rescinds such authorization.
3. **Pricing.** Customer’s pricing under this Agreement shall be as follows:
  - a. **Natural Gas Variable Pricing:** If Customer is receiving natural gas supply service at a variable price, Customer will be billed at a variable price that may vary each billing cycle based on the cost of natural gas, including, but not limited to, commodity, fuel losses, capacity, storage and balancing; interstate transportation costs; plus all supply and agency functions that Marathon performs for Customer; and Marathon’s costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate, your rate may be higher than the Utility rate, and there is no limit on how much the price of natural gas supply service may change from one billing cycle to the next.
  - b. **Electricity Variable Pricing:** If Customer is receiving electric supply service at a variable price, Customer will be billed at a price that may vary each billing cycle based on the cost of electricity obtained from all sources (including energy, UFE losses, capacity, settlement, and ancillaries); related transmission and distribution charges; plus all supply and agency functions that Marathon performs for Customer; and Marathon’s costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate, your rate may be higher than the Utility rate, and there is no limit on how much the price of electric supply service may change from one billing cycle to the next.
  - c. **Electric and/or Natural Gas Fixed Pricing:** If Customer is receiving natural gas or electric supply service at a fixed price, Customer will be billed at the fixed price indicated on the first page of this Agreement for the Initial Fixed Price Term, subject, among other things, to Section 3(f) of this Agreement.
  - d. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Index Price Term (defined below), Customer shall be billed at a floating price that may vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf where applicable), prorated by the number of days applicable to each month for the billing cycle, PLUS the fixed adder per therm/ccf set forth on the first page of this Agreement, subject, among other things, to Section 3(f) of this Agreement.
  - e. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Marathon for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and  
[Marathon Energy / 62-01 34<sup>th</sup> Avenue, Woodside, NY 11377 / P: 718.435.2200 / F: 347.402.9368 / \[mecny.com\]\(#\)](#)

sales and use taxes imposed on Marathon and/or Customer by federal, state, and/or local authorities that Marathon passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Marathon with an exemption certificate or other evidence of same satisfactory to Marathon before service commences.

- f. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may affect Customer's price under this Agreement:
- i. **Service Class:** If, during the enrollment process, the LDC determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Marathon reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.
  - ii. **Transportation Adjustment Clause Charge ("TAC Charge"):** If Customer is receiving natural gas supply service under a Fixed, or NYMEX + price and Customer's gas utility shifts any TAC Charge from Customer's gas transportation charges to Customer's gas supply portion, Marathon may adjust Customer's gas supply price to include such additional TAC Charge. Marathon will provide Customer 30 days' written notice of any such adjustment in charges.
  - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Fixed, LBMP Index +, and NYMEX + agreements, if usage in any month exceeds the level of usage in the same month indicated in the "Usage Base Load" addendum by more than twenty-five percent (25%), Marathon reserves the right to charge a non-residential customer the current variable price for all usage in excess of the Usage Base Load. If a non-residential Customer's usage in any month falls by twenty-five percent (25%) or more below the level of usage in the same month indicated in the Usage Base Load, Marathon reserves the right to charge such Customer an additional amount equal to the contract price indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Marathon also reserves the right to charge a non-residential customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.

#### 4. Term.

- a. **Variable Price Supply Service:** If Customer is receiving variable pricing, this Agreement shall commence as of the date set by Customer's LDC(s), and shall continue until either party cancels or terminates this Agreement by providing at least 30 days' advance written notice of such termination to the other. There will be no charge to Customer for cancelling variable price natural gas and/or electric supply service from Marathon if Customer does so in accordance with the terms of this Agreement.
- b. **Fixed or NYMEX + Price Service:** If Customer is receiving fixed price supply service, this Agreement shall commence as of the date set by Customer's LDC(s) and shall continue in full force and effect until the service end date set forth on the first page of this Agreement (the "Initial Fixed Price Term"). If Customer is receiving NYMEX + price supply service, this Agreement shall commence as of the date set by Customer's LDC and shall continue in full force and effect until the service end date set forth on the first page of this Agreement (the "Initial Index Price Term"). If the service start date established by the Customer's LDC(s) is delayed for any reason due to no fault of Marathon (e.g., blocked account, customer delay, etc.), then the original intended service end date for this Agreement, determined by the term length set forth on the first page of this Agreement and the original projected service start date, will remain as the service end date unless otherwise mutually agreed. Unless otherwise agreed to by Customer and Marathon, if Customer is receiving supply service under a fixed price or an index price, upon completion of the Initial Fixed Price Term or Initial Index Price Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. At least 30 days, and no more than 60 days, prior to the end of the Initial Index Price Term or Initial Fixed Price Term, as applicable, Marathon will notify Customer in writing and/or by email of the switch to a variable rate methodology at which Marathon will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If Marathon does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by customer.

5. **Termination of Fixed and NYMEX + Agreements:** If there is a material adverse change in the business or financial condition of Customer on a Fixed or NYMEX + Agreement (as determined by Marathon in its sole discretion), or if such Customer fails to meet any of its obligations under this Agreement then, in addition to any other remedies Marathon may have, Marathon may terminate this Agreement upon 15 days' written notice to Customer. In addition, if Customer

Marathon Energy / 62-01 34<sup>th</sup> Avenue, Woodside, NY 11377 / P: 718.435.2200 / F: 347.402.9368 / [mecny.com](http://mecny.com)

terminates this Agreement prior to the end of the Initial Fixed Price Term or Initial Index Price Term, Customer shall pay Marathon all outstanding gas and/or electric supply charges and other amounts owing to Marathon as well all reasonable attorneys' fees and expenses incurred by Marathon in connection with Marathon's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC(s) or switching to another ESCO, the effective date of any such switch from Marathon will be determined by Customer's LDC(s). If Customer terminates this Agreement prior to the end of the Initial Fixed Price Term or Initial Index Price Term, or if Marathon terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Marathon, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer the remainder of the current Term (see section 4 – Term) multiplied by the difference between the Fixed or NYMEX+ price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination; however, for all residential customers and commercial customers solicited through door-to-door marketing, the Administrative Fee will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. In addition, for all residential customers and customers solicited through door-to-door marketing, in the event of a renewal of a Fixed or NYMEX + Price agreement, Customer shall not be charged an ETF if Customer objects to such renewal within 3 business days of receipt of the first billing statement under the renewed agreement.

6. **Billing:** Customer's LDC(s) or Marathon may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC(s) may send a separate bill for Customer's delivery charges and Marathon may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Customer will pay Marathon for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC(s) ("Billing Quantity"). Marathon will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Marathon within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Marathon may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Marathon's and the LDC's charges in that category. Marathon may assign and sell Customer accounts receivable to the LDC. In the event of failure of a residential customer to remit payment when due, Marathon may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"); provided, however, that Customer will still remain obligated to pay for all gas and/or electricity sold to Customer prior to such termination. Failure by a non-residential customer to remit full payment of Marathon charges due on any Consolidated Bill prepared by the LDC or Marathon will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Part 13. A \$30.00 fee will be charge for all returned payments.
7. **Consumer Protections.** Residential supply service provided by Marathon is governed by the HEFPA. Marathon will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Marathon, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the Department of Public Service ("DPS"). Customer may obtain additional information by contacting Marathon at 1-888-779-7255 or the DPS at 1-800-342-3377, 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: [www.dps.ny.gov](http://www.dps.ny.gov). Customer may also contact the DPS's ESCO hotline for inquiries regarding the competitive retail energy market at 1-888-697-7728.
8. **Rescission.** A residential Customer may rescind this Agreement within 3 business days after Customer's signing or receipt of this Agreement, whichever comes first, by contacting Marathon at 1-888-779-7255 or in writing at 62-01 34<sup>th</sup> Avenue, Woodside, NY 11377. If Customer rescinds this Agreement, Marathon will provide Customer a cancellation number.
9. **Agency. Gas:** Customer hereby designates Marathon as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of

Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Marathon to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Marathon will schedule the delivery of supplies of natural gas at the Sales Point(s) necessary to meet the Customer's city gate requirements based on the consumption and other information that Marathon receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New York State selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Marathon agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis. **Electric:** Customer hereby designates Marathon as Customer's agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by Customer's LDC) for the delivery of electricity. The Sales Point(s) for electricity will be one or more points on the NYISO-administered transmission system (located outside of the jurisdictional limits of the municipality of Customer's service address location), selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Marathon, as Customer's agent, has arranged for the delivery of electricity to Customer or to a third party (such as Customer's LDC) for Customer's account. These services are provided on an arm's-length basis.

10. **Title, Risk of Loss.** Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Marathon to Customer at the Sales Point(s). Marathon and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax.
11. **No Warranties.** **MARATHON MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND MARATHON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**
12. **Force Majeure.** Marathon will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Marathon does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Marathon ("Force Majeure Events") may result in interruptions in service. Marathon will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material, unavoidable occurrence beyond Marathon's control, and shall include, but not be limited to, acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Marathon's control.
13. **Limitation of Liability.** **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW YORK LAW, NEITHER YOU NOR MARATHON WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND MARATHON, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST MARATHON WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM MARATHON, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND MARATHON ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.**
14. **Marathon Contact Information.** Customer may contact Marathon's Customer Service Center at 1-888-779-7255, Monday through Friday 9:00AM - 4:00PM EST (contact hours subject to change). Customer may also contact Marathon by mail at 62-01 34<sup>th</sup> Avenue, Woodside, NY 11377.
15. **Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** ANY COMPLAINT, CLAIM, OR DISPUTE [Marathon Energy / 62-01 34<sup>th</sup> Avenue, Woodside, NY 11377 / P: 718.435.2200 / F: 347.402.9368 / \*\*mecny.com\*\*](#)

BETWEEN MARATHON AND CUSTOMER, WHETHER ARISING IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, SHALL, AS THE SOLE AND EXCLUSIVE REMEDY OF MARATHON AND CUSTOMER, BE DECIDED BY FINAL AND BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) AND PURSUANT TO THE FEDERAL ARBITRATION ACT (“FAA”), 9 U.S.C. § 1 ET. SEQ., AND SHALL BE VENUED EXCLUSIVELY IN THE STATE OF NEW YORK AND THE COUNTY WHERE SERVICES ARE BEING PROVIDED UNDER THIS AGREEMENT, OR WHERE MARATHON AND CUSTOMER MUTUALLY AGREE. ANY SUCH COMPLAINTS, CLAIMS, OR DISPUTES SHALL PROCEED ONLY IN ARBITRATION AND ONLY ON AN INDIVIDUAL BASIS. THE ARBITRATOR’S DECISION SHALL BE FINAL AND BINDING AND MAY BE ENTERED INTO JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. MARATHON AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY.

**BY AGREEING TO BINDING ARBITRATION, MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO SUE OR SEEK RELIEF OR HAVE ANY COMPLAINTS, CLAIMS, OR DISPUTES ADJUDICATED IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM, WHETHER THOSE COMPLAINTS, CLAIMS, OR DISPUTES ARISE OR ARE BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.**

NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH MARATHON PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS. HOWEVER, ANY COMPLAINTS, CLAIMS, OR DISPUTES SUBMITTED TO SAID AGENCY REMAIN OTHERWISE SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, THE AGREEMENT TO SUBMIT ALL COMPLAINTS, CLAIMS, OR DISPUTES, WHETHER ARISING OR BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, TO BINDING AND FINAL ARBITRATION; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO SUE OR SEEK RELIEF IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO A JURY TRIAL; AND THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

In the event of a billing dispute or disagreement involving Marathon’s service, Customer should contact Marathon’s Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of the arbitration process described above. The DPS will not resolve non-residential disputes associated with the services provided under this Sales Agreement. Retail Access inquiries can be made at the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; by phone at 1-888-697-7728 or by visiting [www.dps.state.ny.us](http://www.dps.state.ny.us).

- 16. Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the DPS. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the

application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York.

**17. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure (“Regulatory Change”) that impacts any term, condition or provision of this Agreement including but not limited to price, Marathon shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days’ written notice of such modification to the Customer.

**18. Emergency Service.** Customer’s LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption, or other emergency, Customer should immediately DIAL 911. Then call LDC emergency personnel. Customer may also call Marathon at 1-888-779-7255.

Con Edison 1-800-75-CONED	National Grid 1-718-643-4050	Clarkland G&E 1-800-743-1701
O&R Electric 1-877-434-4100	National Grid LI 1-800-490-0045	PSEG-LI 1-800-490-0075
Central Hudson 1-800-527-2714	NYSEG 1-800-572-1121	

**19. Rewards Program.** The Program is open to all current Marathon customers in good standing who are 18 years of age or older. Each Customer must enroll manually for the points program online at [www.mecny.com](http://www.mecny.com) – it will not be done automatically with the opening of an account. Points are earned post enrollment (not retroactively). Rewards points are earned based on payments received and are redeemable by current Customers; points not used or redeemed prior to termination are forfeited upon the closing of the account; points not used or redeemed prior to such date are also forfeited. Marathon reserves the right to adjust credit or debit point balances accordingly.

**20. Assignment.** Customer may not assign its interests in or delegate its obligations under this Agreement without the express written consent of Marathon. Marathon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may, upon 30 days’ prior written notice to you with an opportunity to select another ESCO or return to Utility service, assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS, without Customer’s consent.

**21. Miscellaneous.** This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Marathon with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the 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. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.