

## CONTRACT TO BUY ELECTRICITY FOR A BUSINESS

See [Section 2](#) for what different words mean in this Contract.

### 1 What you are buying and from who

Energy Retailer information	<p>Summitt Energy (“Summitt”) is not your Electricity Utility. We are licensed by the Ontario Energy Board to sell electricity. Our electricity licence number is ER-2013-0037.</p> <p><a href="#">Section 7</a> tells you how to contact us for different reasons.</p>
Your information	<p>&lt;&lt;Business Name&gt;&gt;          &lt;&lt;Customer Name&gt;&gt;          &lt;&lt;Address&gt;&gt;          &lt;&lt;City&gt;&gt;, Ontario &lt;&lt;Postal Code&gt;&gt;</p> <p>Customer ID: &lt;&lt;Customer ID&gt;&gt;, Contract Number: &lt;&lt;ContractNo&gt;&gt;</p>
Address of the Business to be supplied under this Contract	<p>&lt;&lt;Customer’s Service Address&gt;&gt;  <i>Address of non-residential property to be supplied under the contract</i></p>
Contract Price: What you pay for electricity under this Contract	<p>Type of Contract Price:</p> <p><input type="checkbox"/> Fixed price   <input type="checkbox"/> Variable price   <input type="checkbox"/> Flat price   <input type="checkbox"/> Other</p> <p><a href="#">Section 4.2</a> tells you more about the Contract Price. It also tells you what part of your electricity bills the Contract Price covers.</p>
Other energy costs: Charges you will continue to pay to others	<p>The Contract Price is only for part of your total electricity bill. You will remain responsible for paying other charges to have electricity delivered to the Business. For electricity, you will also remain responsible for paying your share of the Global Adjustment. The electricity Price Comparison that we gave you with this Contract shows that the Global Adjustment was \$XX.XX/kWh for the month of <i>[Energy retailer to insert month/year]</i>. But the amount of the Global Adjustment can change every month.</p> <p><a href="#">Section 4.3</a> tells you more about these other charges, including where to find more information about the Global Adjustment.</p>
Contract Length	<p>The Contract Length starts on the Contract Start Date.</p> <p>You will be buying your electricity from Summitt for:</p> <p><input type="checkbox"/> 1 year   <input type="checkbox"/> 2 years   <input type="checkbox"/> 5 years   <input type="checkbox"/> Other: _____</p>

Contract Start Date	<p><i>[Energy retailer to insert Version 1 or Version 2, as applicable.]</i></p> <p><i>Version 1:</i></p> <p>This Contract will start on <i>[Insert effective date of the Contract]</i>. The day when you will start to get electricity under the Contract is later than this day.</p> <p><a href="#">Section 3.3</a> tells you how long it should normally take to switch you to the Contract Price for the electricity used at the Business.</p> <p><i>Version 2:</i></p> <p>This Contract will start on the day you start to get electricity under the Contract.</p> <p><a href="#">Section 3.3</a> tells you how long it should normally take for that to happen.</p>
Your right to change your mind	<p>After you enter into this Contract, you have 10 days to change your mind. The <a href="#">Energy Consumer Protection Act</a> gives you this right. If you tell us that you have changed your mind in those 10 days, the Contract will end. You will not have to pay a Cancellation Fee.</p> <p><a href="#">Section 5.1</a> tells you about your right to change your mind.</p>
Your rights to end this Contract	<p>You can end this Contract for different reasons. If you end the Contract more than 30 days after you get your second bill under the Contract Price, you may have to pay a Cancellation Fee.</p> <p><a href="#">Section 5.2</a> tells you about your rights to end this Contract.</p> <p><a href="#">Section 5.3</a> tells you about Cancellation Fees.</p>
Our rights to end this Contract	<p>We can end this Contract for different reasons. If we end the Contract, you may have to pay an Early Exit Fee.</p> <p><a href="#">Section 5.4</a> tells you about our rights to end this Contract.</p> <p><a href="#">Section 5.5</a> tells you about Early Exit Fees</p>

## 2 What words mean in this Contract

“We”, “us” and “our” refer to Summitt.

“You” and “your” refers to the Business whose name is set out beside “[Your information](#)” in Section 1.

“Account Holder” is the person whose name is on the Electricity Utility bills for the Business.

“Business” is the property that is supplied with electricity under this Contract as shown in Section 1.

“Cancellation Fee” is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

“Contract Length” is how long this Contract will last.

“Contract Price” is what you agree to pay under this Contract for electricity that you buy from us for the Business.

“Early Exit Fee” is what you agree to pay if we end this Contract.

“Electricity Utility” is the electricity company that runs the wires that bring electricity to the Business. An Electricity Utility is also called a distributor or a distribution company.

“Energy Consumer Protection Act” is the [Energy Consumer Protection Act, 2010](#) and any [regulation](#) made under that Act.

## 3 Supply of electricity and billing

### **3.1 You are the Account Holder or the Account Holder's agent**

You have told us that:

- a. you are the Account Holder for the Business; or
- b. the Account Holder has given you permission to enter into this Contract to supply electricity to the Business.

### **3.2 Enrolling you as a new customer**

Before we provide electricity for the Business, we have to take two steps.

Step one: We must enroll you as a new customer. This may involve a standard credit check.

Step two: We will ask your Electricity Utility to switch you to the Contract Price for the electricity used in the Business. This switch is a change to the supply arrangement information on your Electricity Utility accounts, and will not interrupt electricity service to the Business.

You agree that we can act as your agent for the purpose of asking your Electricity Utility to switch you to the Contract Price and for the purposes of arranging for the supply of electricity used in the Business and managing this Contract. You also agree that Your Electricity Utility can give us information about the electricity account for the Business that we need in order to enroll you and to manage this Contract.

### **3.3 Start date of supply**

We will start supplying electricity to the Business under this Contract after your Electricity Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Business under this Contract within *[energy retailer to enter number]* days from when the Electricity Utility finish switching you to the Contract Price.

We do not control how fast your Electricity Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your electricity are:

- a. Mistakes in the information that we have about You
- b. If your Electricity Utility does not tell us they have done the switch
- c. If your Electricity Utility takes longer than usual to do the switch for any other reason that we cannot control

### **3.4 Delivery and billing**

Your Electricity Utility will continue to deliver electricity to the Business. They will also continue to read your electricity meter.

Your Electricity Utility will also normally continue to bill you on our behalf for electricity supplied to the Business under this Contract. Your electricity bills will be sent to you in accordance with your Electricity Utility's usual requirements and schedules for things like billing and payment dates and security deposits.

We reserve the right to bill you directly.

## **4 Contract Price and other energy costs you will continue to pay**

### **4.1 Agreement to buy from us**

You agree to buy from us all of the electricity used at the Business, other than any electricity that is supplied by a generator that is on or directly connected to the Business.

Your agreement to buy from us lasts until the end of the Contract Length. The [Contract Length](#) is shown in Section 1.

## 4.2 Contract Price: What you pay for electricity under this Contract

You agree that you will pay the Contract Price for the electricity that you buy from us.

The [Contract Price](#) is shown in section 1. It includes:

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### For electricity:

The price for the electricity used in the Business. Electricity use is measured in kilowatt hours or “kWh”.

Any other charge listed in section 1 as part of the [Contract Price](#).

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## 4.3 Other energy costs: Charges you will continue to pay to others

There are other charges that you will continue to pay in addition to the Contract Price. These other charges are:

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### For electricity

What you have to pay your Electricity Utility to bring electricity to the Business.

Your share of the Global Adjustment. More information about the Global Adjustment is in the electricity Price Comparison that we gave you with the Contract. It is also explained on the Ontario Energy Board’s website at [www.ontarioenergyboard.ca/OEB/Consumers](http://www.ontarioenergyboard.ca/OEB/Consumers). The Ontario Energy Board is the independent government agency that regulates the electricity and natural gas sector in Ontario.

The Debt Retirement Charge

Taxes

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## 4.4 How you pay, deposits, late payments etc.

You agree that Summitt may bill you directly. If Summitt bills You directly, Summitt will send You a monthly invoice for all amounts due to Summitt for the applicable billing period. You will be required to pay Summitt, in full, the amounts owing the due date listed on the invoice sent to You. If You fail to pay Summitt’s invoice on time, You will be responsible to pay an additional 1% interest per month (12% per year) on the unpaid amount, from the due date of payment until payment is received. You shall be responsible for all costs that relate to any failure to pay, including charges for dishonoured cheques, and all legal and collection costs.

You understand that Summitt or your Electricity Utility may revise any bill, if necessary, to account for any reassessment of actual consumption usage by Your Utility. This may be done by your Electricity Utility conducting periodic meter readings, estimations, or allocations and Summitt will be entitled to charge You accordingly based on this information. Summitt can revise any bill after it is issued, regardless of payment by You, to account for any reassessment made by Summitt or by your Electricity Utility.

## 5 Ending the Contract

### 5.1 You can change your mind about this Contract

The [Energy Consumer Protection Act](#) says that you have 10 days to change your mind about this Contract. This is called the “cooling off” period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

### 5.2 You can end this Contract if...

The [Energy Consumer Protection Act](#) says that you can end or “cancel” this Contract for different reasons if you want to.

You can end this Contract up to 30 days after you receive the second bill that is charging you the Contract Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this Contract for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

1. If your Business moves to a different location.
2. If this Contract does not meet the rules in the [Energy Consumer Protection Act](#) or the rules set by the Ontario Energy Board.
3. If we did something that the [Energy Consumer Protection Act](#) says is an unfair practice. Some of the unfair practices are:
  - a. If we said something that is not true or that can mislead you
  - b. If you are not the Account Holder or the Account Holder's agent
  - c. If we did not follow the Ontario Energy Board's consumer protection rules
4. If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.
5. If the [Energy Consumer Protection Act](#) says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.
6. If this Contract is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
7. If we automatically renew or extend this Contract.

The [Energy Consumer Protection Act](#) also says that you can end this Contract at any other time for no reason. You have to give us 10 days' notice that you want to end this Contract for no reason. In this case, we can charge you a Cancellation Fee (see [Section 5.3](#)).

Nothing in this Contract can take away or change any of the rights to end the Contract that the [Energy Consumer Protection Act](#) gives you.

### 5.3 Cancellation Fees

If you end this Contract for no reason more than 30 days after you receive the second bill that is charging you the Contract Price, we can charge you a Cancellation Fee. The maximum Cancellation Fee depends on how much electricity the Business used in the 12 months before you end this Contract.

The highest Cancellation Fee for electricity is:

$\$0.015 \times [\text{amount of electricity used in the Business in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Contract Length.}$

### 5.4 We can end this Contract if...

We can end this Contract for different reasons:

You are in default under this Contract because You have not made any payments on or before the due date specified in any invoice issued by Your Electricity Utility or Summitt;

If Summitt bills You directly, then (in addition to the defaults set out above) Summitt may terminate the Contract immediately if: (i) You make an assignment or arrangement for the benefit of, or protection from, any of Your creditors, or (ii) You take any action, or have any action taken on Your behalf, under any bankruptcy or insolvency law, or permit any material portion of Your assets to be made subject to any seizure or realization.

### 5.5 Early Exit Fees

If Summitt ends this Contract more than 30 days after you receive the second bill that is charging you the Contract Price, for reasons listed in Section 5.4, we can charge you an Early Exit Fee. The maximum Cancellation Fee depends on how much electricity the Business used in the 12 months before you end this Contract.

The highest Cancellation Fee for electricity is:

$\$0.015 \times [\text{amount of electricity used in the Business in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Contract Length.}$

## 6 Transferring the Contract

Summitt may, in its sole discretion, pledge, assign or otherwise transfer all or any of its rights or obligations under this Contract or any proceeds arising pursuant to this Contract without Your consent. You shall not pledge, assign or otherwise transfer all or any of Your rights or obligations under this Contract.

## **7 How to Contact Us...**

### **7.1 If you have a complaint or question**

Please contact Summitt by telephone at 1-877-222-9520, email at [customerservice@summittenergy.ca](mailto:customerservice@summittenergy.ca), by facsimile at 905-366-7063, mail or by personal delivery. Please address all written correspondence to Manager, Customer Service.

### **7.2 To renew or extend this Contract**

See Section 7.1

### **7.3 To change your mind or end this Contract**

See Section 7.1

## **8 Making changes to this Contract**

We cannot change this Contract without first asking you if you agree. If we want to change the Contract, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.