



- 8. **Billing and Payment:** Customer will continue to receive one monthly electric bill processed and provided by the Utility for Vendor's charges and Utility's delivery charges on the invoice(s) Customer receives from the Utility, and such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Vendor's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Vendor. Vendor may cause the Utility to correct previous invoices in the event of invoicing errors. In the event of a Customer bankruptcy, late payment or nonpayment, Vendor has the right to cancel this Agreement.
- 9. **Taxes:** Any tax levied against Vendor by any governmental entity, exclusive of Vendor's income tax or taxes levied on Vendor's real or personal property, which must be paid by Vendor shall be passed through to and borne and reimbursed by Customer. Customer must provide Vendor with any applicable exemption certificates. Customer shall pay any such taxes unless Vendor is required by law to collect and remit such taxes, in which case Customer shall reimburse Vendor for all amounts so paid.
- 10. **Contact Information:** For any service question or in the event of an emergency such as a power failure or downed power line, Customer should contact ComEd at 800-334-7661. Customer may contact Vendor at (312) 260 0885. For issues concerning this Agreement, Vendor will attempt to resolve the matter within 5 business days of receiving a call or the complaint from Customer. If Customer is not satisfied with the response, or to obtain consumer education materials, Customer may contact the Illinois Commerce Commission at 800-524-0795 or 800-858-9277 for TTY hearing-impaired Customers or visit its website at [www.icc.illinois.gov](http://www.icc.illinois.gov). Customer may also contact the Illinois Attorney General's Office at 1-800-386-5438. Customer shall contact Vendor with any change in Customer's email address and/or withdrawal of consent for electronic retention of customer information.
- 11. **Customer Relocation:** Vendor will waive any fees if Customer moves to a new address outside the City's boundaries and provides notice to Vendor that Customer is moving prior to termination.
- 12. **Assignment:** Customer may not assign this Agreement without Vendor's written consent. Vendor may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Vendor's assets or business; or (d) to another supplier licensed by the Illinois Commerce Commission. This Agreement is binding upon Customer and Vendor, and each party's heirs, successors and permitted assigns. Any required assignment notice will be considered to have been made if mailed to the address in Vendor's records for Customer's account. There are no third-party beneficiaries to this Agreement.
- 13. **Limitations:** ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.
- 14. **Force Majeure:** Except for Customer's obligation under this Agreement to pay Vendor for its services, neither Vendor nor Customer will be liable to the other for failure to perform an obligation either was prevented from performing due to an event beyond its reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting from the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of utility service, terrorist acts or wars, and force majeure events of the utility or independent system operator.
- 15. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from Vendor to Customer at the delivery point, which shall be the Utility. Customer appoints Vendor as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. This Agreement shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or with notice from Vendor to Customer as described above. Customer should contact the Utility in the event of an electric emergency at the following numbers: for ComEd residential customers, 1-800-Edison-1; for ComEd business customers, 1-877-4-ComEd-1. Future correspondence may be sent by Vendor to Customer via first class mail and/or electronic mail.

**ACCEPTANCE OF AGREEMENT:** This Agreement is hereby unconditionally accepted. Eligo Energy IL, LLC is authorized to switch Customer's utility supplier for the generation service charge. I will notify and/or cancel any previous agreement I may have in place with any other supplier, if applicable.

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