



**Illinois Residential  
Residential Terms of Service – ELECTRIC**

**Vista Energy Marketing, L.P.**  
**4306 Yoakum Blvd., Suite 600; Houston, TX 77006**  
**Email: [customerservice@vistaenergymarketing.com](mailto:customerservice@vistaenergymarketing.com)**

	<b>CONTRACT SUMMARY</b>		
Price (in cents/kWh) and number of months this price stays in effect:	0.0999 for 12 months		
Other monthly charges:			
Total Price (in cents/kWh) with other monthly charges:	<u>500 kWh</u> \$0.0999	<u>1,000 kWh</u> \$0.0999	<u>1,500 kWh</u> \$0.0999
Length of contract:	12 months		
Price after the initial price:	Fixed price plan – 0.0999 for 12 months		
Early Termination Fee:	\$0.00		
Contract Renewal:	When Your fixed term contract is approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, You will receive written notification that will explain Your options going forward.		
Supplier Information:	Vista Energy is an independent seller of electric power and energy service certified by the Illinois Commerce Commission and is not representing, endorsed by, or acting on behalf of, a utility or utility program, a consumer group or program, or governmental body or program.		
Utility:	Your electric utility remains responsible for the delivery of electric power and energy and will continue to respond to any service calls and emergencies; and will provide written notification confirming your switch to Vista Energy as your electricity supplier.		
Deposit:	No deposit is required for service with Vista Energy.		
Savings:	There is no guarantee you will save money by using Vista Energy as your electricity supplier.		
Rescission:	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at 888-508-4782 or your utility at 800-334-7661 to accomplish this.		
Contact Information:	Vista Energy: 888-508-4782 Com Ed: 800-334-7661 ICC Consumer Services Division: 800-524-0795		



This is an agreement for electric generation service between Vista Energy Marketing, L.P. (“VEM”, “we”, or the “Company”), and the customer (“You” or the “Customer”) indicated on the Confirmation Statement or Welcome Letter. This statement provides information required by the Illinois Commerce Commission (“ICC”) concerning electricity service offered by VEM to You. This Agreement shall govern both the initial term and renewal term of the program defined herein. Customer will be bound by all the provisions of the Agreement, as they may be amended from time to time. Vista Energy Marketing, L.P. is licensed by the ICC as a Retail Electric Supplier (“RES”) to offer and supply electric generation services in Illinois. Our ICC license number was granted in Docket 17-0195. We set the electric generation prices and charges that You pay. Your Electric Distribution Company (“EDC”) will deliver the electric generation to You. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will continue to receive a single bill from Your EDC that will contain Your EDC’s charges, as well as VEM’s charges.

#### **Pricing Plans:**

**Fixed Rate Plan:** You will pay the fixed rate noted in the Contract Summary for the length of Your Initial Term.

**Variable Rate Plan:** You will pay a variable rate that may change from month-to-month according to business requirements or market conditions in PJM, including market pricing of commodity, transportation, profit, and other market factors. There is no limit on how much Your rate may vary from one month to the next. Information on upcoming rate changes will be made available to You on our website and Your utility bill.

The rate You pay VEM will include electric supply, transmission, and related supply costs. Your price does not include applicable Illinois sales tax and local tax. You are responsible for any and all taxes (whether passed through to You on the EDC’s bill as a separate line item or as part of the price of electricity, as required by law or regulation) and EDC charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature, and description, due and payable with respect to Your obligations under this Agreement, will be paid by You. If You are a tax-exempt entity, You must provide VEM with the necessary tax exemption certificates and other documentation to qualify for such status.

**Right of Rescission** – You may rescind Your enrollment within 10 calendar days after Your utility has received Your order to switch suppliers by contacting us or the utility. VEM’s contact information is located in the Contract Summary part of this Agreement.

**Billing** – Your EDC will continue to issue a monthly bill which will include charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings provided by Your EDC. VEM will use the same meter reading information from the EDC to determine Your generation charges. Unless otherwise provided herein, Your payment terms will be governed by the terms of the EDC’s tariff. VEM does not pay or arrange for the payment of any outstanding debts owed by You to the EDC or any previous RES.

**Length of Agreement (Term)** – The Initial Term of the Agreement is as noted in the Contract Summary. You will buy Your electric generation service for the service address set forth in Your Confirmation Statement or Welcome Letter from VEM. Your service will begin on a date set by your EDC and will continue for the Initial Term, with the exception of a new meter installation or special meter reading date. Following the expiration of the Initial Term, Your rate may be switched to a variable rate on a month-to-month basis as described above.

**Penalties, Fees and Exceptions** – If You cancel or terminate this Agreement prior to the end of the Initial Term, You may be subject to pay the early termination fee described in the Contract Summary. Notwithstanding the foregoing, You may cancel this Agreement without penalty if You move to another location and provide a forwarding address and, if required, reasonable evidence that You no longer occupy the service address. You will be responsible for the amount due, up to the switch date, for all outstanding charges incurred prior to Your cancellation.

If You default in the prompt payment of amounts due under this Agreement, You will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. VEM may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances from Your account.



**Cancellation Provisions** – You may terminate this Agreement without penalty if You contact us within 10 business days after the date of Your first bill with charges from the Company. You may also cancel this Agreement at any time by calling VEM, but You will be required to pay the early termination fee described in the Contract Summary above, if applicable. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason VEM is no longer able to economically continue this Agreement, VEM may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of VEM if You fail to meet any of the terms and conditions of this Agreement or if any of the information You have provided to VEM is or becomes untrue. If this Agreement is canceled, expires, or is otherwise terminated, You will receive uninterrupted service from the EDC until You designate another provider of electric generation service or service is shut off by the EDC. Only the EDC may shut off Your electric power.

**Agreement Expiration/Change in Terms** – If You have a fixed term contract approaching the expiration date of the Initial Term where the rate or rate plan will change upon expiration, or whenever we propose to change the terms of service in any type of contract, You will receive written notification that precedes either the expiration date or the effective date of the proposed changes. The notification will explain Your options going forward. Upon receipt of written notice of a material change, You may terminate this Agreement without penalty, prior to the date such change becomes effective. If You do not respond to notices of expiration, the current contract shall remain in place until You (i) select another offer from VEM, (ii) enroll with another RES, or (iii) return to the default service provider.

Following the expiration of Your Initial Term, You may be moved to a Variable Rate Plan, where You will receive electric service on a month-to-month basis and Your rate may vary according to business requirements or market conditions in PJM, as described above. PJM is Your regional transmission organization (RTO).

**Information Release and Authorization** – By accepting this contract, You authorize VEM to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service characteristics of electricity service, and when changes under this Agreement are included on Your utility bill or other billing and payment information from the utility. You authorize VEM to release such information to third parties who need to use or be aware of such information in connection with my electric generation service as well as to its affiliates and contractors for marketing purposes. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. You may rescind these authorizations at any time by either calling VEM or providing written notice to VEM using the contact information provided below. VEM reserves the right to reject Your enrollment or terminate the Agreement if You rescind these authorizations. If You fail to remit payment in a timely fashion, VEM may report the delinquency to a credit reporting agency.

**Dispute Procedures** – You may contact us with any questions concerning our Terms of Service. You may call the ICC if You are not satisfied after discussing Your terms with us.

**Warranties** – UNLESS AND TO THE EXTENT EXPRESSLY REQUIRED BY APPLICABLE LAW, VISTA ENERGY MARKETING, L.P. MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**Limitation of Liability** – You will be deemed to be in exclusive control (and responsible for and damages or injury caused thereby) of the electric power after receipt at the delivery point or points. VISTA ENERGY MARKETING, L.P. WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**Mandatory Arbitration** – Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out of or relating to this agreement of the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”) under the AAA commercial or Consumer rules, as



applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transition involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator's award. Any such suit may be brought only in Federal District Court for the district in which You are located, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to actions contemplated in the "Class Action Waiver" section below.

**Class Action Waiver** – Any Claim permissible herein must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE INDIVIDUALLY OR TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

**Force Majeure** – If VEM is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of VEM that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, other RESs, qualified scheduling entities, EDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

**Load Characteristics** - Your electric generation service will be provided in accordance with Your existing connection requirements unless You request a change by the EDC and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with terms of applicable tariff for electric generation service. VEM and You will be bound by the measurement from the meters owned, installed, maintained and read by the EDC.

**Venue** - This agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

**Assignment** - VEM may assign, subcontract or delegate all or any part of its rights and/or obligations under this contract, including Your payment obligations under the Contract with thirty (30) days' notice. You may not assign any of Your rights or obligations under this contract without our written consent. You are responsible for charges incurred under this Agreement until assignment is effective.

**Miscellaneous** - These Terms of Service, along with your Welcome Letter and Contract Summary constitute the entire agreement between You and VEM relating to the subject matter hereof and supersede any other agreements, written or oral, between You and VEM concerning the subject matter of the Agreement. In the event that there is any change in law as a result of new legislation or changes in existing orders, rules, and regulations that cause a material change of the terms and conditions of this Agreement, VEM will provide You with written notification that precedes either the expiration date or the effective date of the proposed changes. These notifications will explain Your options going forward. Upon receipt of written notice of a material change, You may terminate this Agreement without penalty prior to the date such change become effective. Any failure by VEM to enforce any term or condition of Your electric generation service or otherwise exercise any right it may have under this Agreement shall not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Your service or to exercise rights under this Agreement. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible. The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.