# **Standard Offer Program Binding Participation Form**

To be included in PPL Electric Utilities Corporation’s (“PPL Electric”) Standard Offer Program, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“EGS Participant”) agrees to be bound by the terms set forth below.

The Standard Offer EGS Participant hereby agrees that:

* 1. It acknowledges, understands and will abide by the rules set forth in the Standard Offer Program (SOP) Process and Rules document;
	2. It is obligated to pay a fee of $28 per customer referred, as incurred by PPL Electric Utilities from the third-party provider, within 20 business days of being invoiced;
	3. It will issue an EDI 814 enrollment upon notification from PPL Electric of customer being assigned to it. The EDI enrollment will be processed by the Standard Offer EGS Participant no later than 3 business days after the expiration of the rescission period for enrollment;
	4. It must accept all Standard Offer Customers who elect to participate and are assigned to it under the Standard Offer Program;
	5. It must accept customers enrolled in the Standard Offer Program and implement a new SOP rate code. If the customer was previously enrolled with the EGS Participant under a different SOP Period rate code assignment, the EGS Participant must send an EDI 814 rate code change transaction no later than 3 business days after the expiration of the rescission period for enrollment or change;
	6. Once notification is received that a SOP Customer is enrolled, the EGS Participant will send notification to such customer and include the following terms as part of its disclaimer:
		1. the terms and conditions of the Program;
		2. the Standard Offer price, herein described below, for a term of twelve (12) billing cycles;
		3. notification that there is no early termination penalty to any customer who leaves the Program at any time during the twelve (12) billing cycles;
		4. any additional terms or conditions as set forth in Title 52, Chapter 54 of the Pennsylvania Code;
	7. The SOP customer’s price must reflect a 7% discount to PPL Electric’s Price to Compare (“PTC”) in effect at the time the customer elects service under the Program. This price will be maintained for all 12 billing cycles for which the customer participates in the Program; and,
	8. In accordance with the provisions of 52 Pennsylvania Code Chapter 54, prior to the termination of the contract with a customer under this Program, the EGS will notify the customer regarding the conclusion of the contract.

The EGS Participant warrants and agrees that it hereby undertakes all responsibilities and service delineated herein as to SOP customers, and expressly absolves PPL Electric from any and all liability for EGS Participant’s failure to perform and/ or its default with respect to such responsibilities and service.

Participation in this Program shall constitute an Agreement by EGS to abide by the terms and conditions of the Program as set forth herein.  In the event of a material default by an EGS in any of its obligations under this Program, PPL Electric shall have the right to terminate the EGS’s participation in the Program upon providing 10 business day written notice of the default to the EGS, directed to the contact listed in Exhibit 2. The EGS shall be permitted to continue participating in the Program if it cures the default during the 10 business day notice period.  PPL Electric also may seek whatever remedies, including but not limited to reasonable attorneys’ fees, to which it may be entitled before the Commission, or a court of competent jurisdiction.  The venue for any court action shall be in the Court of Common Pleas for Lehigh County or in the District Court for the Eastern District of Pennsylvania in Allentown.

The EGS Participant acknowledges that if PPL Electric is not able to confirm that the EGS Participant is licensed by the PUC, approved to participate in PPL Electric’s service territory, is registered as an EGS at PJM, or has passed EDI “Rate Ready Billing” certification for the PPL Electric service territory as of the Submission Due Date, the EGS Participant will not be qualified to participate in the Program and will be excluded from the Program until such time as all deficiencies have been rectified. Furthermore, it is of the responsibility of the EGS Participant to cure such deficiencies.

The EGS Participant need only execute and submit this Form to PPL Electric once, unless the Standard Offer Program Binding Participation Form terms have been updated by PPL Electric. However, in order to be a participant during each SOP Period, the EGS Participant must utilize distinct Rate Codes for each SOP Period through the PPL Electric system and notify the Company via e-mail of its intent to participate per Article 4 of the SOP Rules. Any EGS failing to notify the Company of its intent to participate in the Program will be excluded from that SOP Period.

The submission of this Form to PPL Electric shall constitute the Standard Offer EGS Participant’s acknowledgment and acceptance of all the terms, conditions and requirements of this Standard Offer Program.

The undersigned represents and warrants that he/she has the authority to act on behalf of, and to bind, the Standard Offer EGS Participant to perform the terms and conditions and otherwise comply with all obligations stated herein.

Customer Group Participation:

 Residential \_\_\_\_\_\_\_ Small C&I < 25kW\_\_\_\_\_\_ Both \_\_\_\_\_\_

Signature of Authorized Individual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Individual *(print)*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Individual *(print)*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As part of your submission to participate in the Standard Offer Program, please send one (1) original of this Form to:

PPL Electric Utilities Corporation

Standard Offer Program

827 Hausman Road, LEHSC

Allentown, PA 18104

# Attn: Manager – Billing Operations

 **Standard Offer Program Contact Form**

Please provide contact information for purposes of the SOP (*items with an \* are required*):

Company:\*

Contact Name:\*

Contact Title:\*

Address:

Street 1\*

Street 2

City\*

State\*

Zip Code\*

Phone Number:\*

E-mail Address:\*

Fax (Optional):