



FirstEnergy Solutions

**Electric  
Program  
Enrollment  
Form**

Before submitting please:

- sign
- date
- include electric bill



**Yes,** please enroll my organization in this Electric Program\* where FirstEnergy Solutions will provide a discounted price on my generation and transmission. Limited time offer – subject to eligibility requirements.

\*Accounts with total annual usage less than 700,000 kWh on rate codes GS or POL will be enrolled at 5.80 cents/kWh until the May 2014 meter read date. Service to begin on the next available meter read date.

I hereby agree to purchase electricity from FES under the agreement and included Terms and Conditions. I understand and agree to those Terms and Conditions and agree to participate in the Electric Choice Program. I acknowledge that I am an authorized representative of the company listed above and I have the authority to make decisions on behalf of the company regarding its electric generation supplier. FES has my permission to obtain my past and current electric usage data.

Electric Account Holder's Name

Electric Account Holder's Signature

Title

Company Name

Date

Phone Number

DUNS#

Sales Rep Name

**Account to be enrolled**

**Please include a copy of your electric bill in order to determine eligibility.**

Customer Number: (20 digits)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Service Address

City

State

Zip

Rate Code

Mailing Address

City

State

Zip

<input type="text"/>
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Utility Name (Toledo Edison=TE, Ohio Edison=OE, The Illuminating Company=CEI)

Please fax this form to FirstEnergy Solutions at 1-888-820-1416 or email to [firstchoice@fes.com](mailto:firstchoice@fes.com)



FirstEnergy Solutions

**Electric  
Program  
Enrollment  
Form  
Additional  
Accounts**

# Additional Accounts enrollment Form

Please attach as many as necessary.

Customer Number: (20 digits)			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Address			
City	State	Zip	Rate Code
Mailing Address			
City	State	Zip	
<input type="text"/>	Utility Name (Toledo Edison=TE, Ohio Edison=OE, The Illuminating Company=CEI)		

  

Customer Number: (20 digits)			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Address			
City	State	Zip	Rate Code
Mailing Address			
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<input type="text"/>	Utility Name (Toledo Edison=TE, Ohio Edison=OE, The Illuminating Company=CEI)		

  

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Please fax this form to FirstEnergy Solutions at 1-888-820-1416 or email to [firstchoice@fes.com](mailto:firstchoice@fes.com)

**FirstEnergy Solutions Corp. – Small Commercial Terms and Conditions**

These Terms and Conditions together with the enrollment information are your Agreement for electric generation service with FirstEnergy Solutions Corp. ("FES"). Please keep a copy of this Agreement for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio and is an affiliate of Ohio Edison, Toledo Edison, and Cleveland Electric Illuminating companies. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**DEFINITIONS:**

**Generation Service** – The production of electricity.

**Transmission Service** – Moving high voltage electricity from a generation facility to the distribution lines of an EDU.

**Distribution Service** – Physical delivery of electricity to customers by the EDU.

**RIGHT OF RESCISSION** – Once you have been enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

**TERMS AND CONDITIONS OF SERVICE**

**Eligibility.** Small commercial customer accounts, rate code GS, with annual usage of less than 700,000 kWh, are eligible for this offer from FES. Customers with an outstanding balance may be refused enrollment.

**Basic Service Prices.** During the term of this Agreement, you agree to pay FES a fixed price for a total combined Transmission, Generation, and Generation Related Charges as outlined in your enrollment materials. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format/pricing in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the charges described above, if any regional transmission organization or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that Supplier may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

**Length of Agreement.** Your service from FES will commence with the next available meter reading following the seven (7) day rescission period, and after the acceptance of the enrollment request by FES (at its discretion and consistent with the Customer Consent and Information Release Authorization paragraph below), and after final processing by your EDU, and will continue to your May 2014 meter read.

**Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

**Cancellation/Termination Provisions.** If this Agreement is not rescinded during the rescission period, your enrollment will be complete. Thereafter, you may terminate this Agreement, without penalty, only if you move out of the EDU service territory or into an area where FES will charge a different price. If you terminate this Agreement for any other reason, except as expressly provided herein, you will be charged a termination fee according to the following schedule: \$100 for each account less than 100,000 annual kWh, \$400 for each account between 100,000 annual kWh and 400,000 annual kWh, and \$1500 for each account greater than 400,000 annual kWh. Should you cancel service with FES and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers. FES shall have the right to terminate or modify the agreement without liability if (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC that is equal to or less than the comparable annualized generation and transmission rates and riders as of January 1, 2010 or (2) the PUCO

approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer.

**Penalties, Fees and Exceptions.** Your EDU may charge switching fees to the customer. If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.

**Customer Consent and Information Release Authorization.** By choosing to accept this offer from FES you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the seven (7) day rescission period and subsequent acceptance of the enrollment by your EDU.

**Contract Expiration / Automatic Renewal.** At the end of its term, this Agreement will expire. You are responsible for arranging your electric supply upon the expiration of the Agreement.

**Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.fes.com](http://www.fes.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or at [www.pickocc.org](http://www.pickocc.org).

**Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

FES will not release your Social Security number and/or account number(s) without your written consent except for the FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.54 of the Revised Code, or assigning a customer's contract to another CRES provider.

FES' environmental disclosure statement is available for viewing on our website – [www.fes.com](http://www.fes.com). You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU.

Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the Agreement.

FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

Customer authorizes, but does not obligate, FES to exercise customer's government aggregation opt-out rights.

**Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**Environmental Disclosure Information**  
 FirstEnergy Solutions Corp.  
 Projected Data for the 2011 Calendar Year

<p><b>Generation Resource Mix-</b></p> <p>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p align="center"><u>Supplier's Product</u></p> <table border="1"> <caption>Supplier's Product Data</caption> <thead> <tr> <th>Resource</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Coal</td> <td>53%</td> </tr> <tr> <td>Nuclear</td> <td>42%</td> </tr> <tr> <td>Unknown</td> <td>4%</td> </tr> <tr> <td>Hydro</td> <td>1%</td> </tr> </tbody> </table>	Resource	Percentage	Coal	53%	Nuclear	42%	Unknown	4%	Hydro	1%	<p align="center"><u>Regional</u></p> <table border="1"> <caption>Regional Data</caption> <thead> <tr> <th>Resource</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Coal</td> <td>77%</td> </tr> <tr> <td>Nuclear</td> <td>16%</td> </tr> <tr> <td>Gas</td> <td>5%</td> </tr> <tr> <td>Hydro</td> <td>1%</td> </tr> <tr> <td>Oil</td> <td>1%</td> </tr> </tbody> </table>	Resource	Percentage	Coal	77%	Nuclear	16%	Gas	5%	Hydro	1%	Oil	1%
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Renewable Energy Credits: FirstEnergy Solutions purchases renewable energy credits (RECs) as a means of complying with the renewable energy resource benchmark under the state's alternative energy portfolio standard requirements. The requirement for 2011 is 1.0% renewable, including 0.03% solar.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp at [www.fes.com](http://www.fes.com) or by phone at 1-888-254-6359.