



**NEW!** A new way to save money on your electric bill.

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KIM VOGELGESANG  
123 ANY STREET  
CLEVELAND, OH 45678-2300



Electricity  
**Fixed Price Plan**

A special cost savings program prepared specifically for:

Dear << Insert Name >>,

**Since last year, your community has saved \$185,210.37 in electricity costs!**

As a result, your elected leaders have once again endorsed a community program with Duke Energy Retail as a means to provide you and your neighbors an opportunity to save money.

**Community Endorsement Fixed Price Program** – Secure a fixed price of 6.19¢/kWh through December 2013 for your Total Generation Charges from your local utility provider; the largest components of your electric bill.

- ✓ **Guaranteed Price Stability:** Fixed electric generation price guaranteed not to change for the the term of your agreement.
- ✓ **Long-Term Savings:** Guaranteed fixed price delivers peace of mind through December 2013.
- ✓ **One Bill:** You will continue to receive a single electric bill from Duke Energy Ohio.
- ✓ **Duke Energy Ohio Service:** Duke Energy Ohio will continue to maintain the electric lines and respond to emergencies.
- ✓ **No Surprises:** No signup fee. No hidden contract fees. *Put simply, nothing will change...except your monthly electric bill will be lower.*



**Sign up today to start your savings!**

Grab a copy of your utility bill and sign up in minutes by one of the following methods:

- Call:** 1-877-817-5946
- Visit:** [www.mydukesavings.com](http://www.mydukesavings.com)
- Mail:** Complete and mail the enrollment form

Enter Promo Code:  
**reading-dm**

*This offer is valid until <<Insert Variable>> 2011.*

Robert Bemmes  
Mayor

Matthew Walz  
Vice President, Duke Energy Retail

Duke Energy Retail Sales, LLC is a Certified Retail Electric Supplier and an affiliate of Duke Energy Ohio, Inc. Detach Here

**YES! I want to save money on my electric bill.** **Special offer valid only for:**

Yes! I agree with the Terms and Conditions included in this mailer (DERS Form EOTCSCIRfar-DEO2-V2-CommEnd-FP619) and would like to enroll in the fixed price plan: 6.19 cents/kWh January 2012 meter read date – December 2013 meter read date.

ACCOUNT NUMBER (11-digit number found on page 1 of your existing utility bill)

PRINT NAME

E-MAIL ADDRESS

PHONE

SIGNATURE



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DEO-CE-READING-NOV-2011

**KIM VOGELGESANG  
123 ANY STREET  
CLEVELAND, OH 45678-2300**

I accept the offer of Duke energy Retail Sales, LLC, to supply electricity pursuant to the Retail Power Sales Agreement, including the Terms and Conditions included in this mailer:

DERS Form EOTCSCIRfar-DEO2-V2-CommEnd-FP619

Duke Energy Retail Sales will supply all of my electric generation service for the account(s) listed through your December 2013 meter read date. I hereby certify that (i) I am the responsible holder of the account referenced in this letter, and (ii) I have read and agree to be bound by the Terms and Conditions of this Retail Power Sales Agreement.

Note: By providing your e-mail address, you give us permission to send you account information as well as product and service information.

## TERMS AND CONDITIONS OF ELECTRIC GENERATION SERVICE

"We," "us" or "our" refers to Duke Energy Retail Sales, LLC. "You" or "your" refers to the customer. "Utility" refers to Duke Energy Ohio, Inc. These terms and conditions govern your purchase of electric generation service from Duke Energy Retail Sales, LLC. Please keep a copy for your records.

**1. Service:** Starting with the next available meter reading after the Utility confirms your enrollment with us ("Service Start Date"), we will provide you retail electric generation service in accordance with these Terms and Conditions of Electric Generation Service through December 2013.

**2. Pricing:** You agree to pay the price described on the cover letter from the Service Start Date through December 2013 ("Initial Term"). This fixed price for energy is firm and will not change through your December 2013 meter reading date, regardless of changes in Utility or regulatory practice or policy. To the extent not provided by the Utility, we will also provide capacity at no extra charge to you. You will continue to incur service and delivery charges from the Utility. The Utility will not charge you a switching fee. If you have any questions regarding your distribution service or fees, please contact the Utility.

**3. Right to Rescind:** You have the right to rescind your enrollment and this agreement with no penalty within seven (7) calendar days of the postmark on the confirmation notice that will be sent to you by the Utility. If you wish to rescind, you must follow the instructions contained in the notice sent by the Utility. Customers who are renewing their agreement, or moving to a new price agreement, may rescind by calling us at 877-331-3045 within 10 days of approving this agreement.

**4. Termination; Price Adjustment:** Your selected price plan will not change during the Initial Term. After the Initial Term, we may choose to offer you a renewal of this agreement at the same price or a different price. If we decide to offer a renewal, notice will be provided to you two times. The first notice will be at least 45 and no more than 90 days prior to the end of the Initial Term. The second notice will be provided at least 35 days prior to the end of the Initial Term. The second such notice will contain the rate or, if a variable rate, the rate formula for the extended term. This agreement will automatically renew for twelve additional months at the new price ("Renewal Term"), until the agreement is cancelled by either party. At the end of any 12-month Renewal Term, this agreement may again be renewed under these same procedures. You may accept or reject any proposed renewal. For residential customers, if you terminate this Agreement or switch to another supplier during the Initial Term of this Agreement, you will pay us a \$50.00 early termination fee in addition to any other charges you incur, except during May 2012 and May 2013, as noted below. If termination occurs during a Renewal Term you will pay a \$25.00 termination fee in addition to any other charges you incur. However, you may terminate this Agreement without incurring an early termination fee if you move outside the area served by us or to an area where we charge a different price. Or during the months of May 2012 and May 2013, you may terminate this agreement to return to the utility, and you will not be charged a termination fee. For non-residential customers, during the Initial Term, you may terminate without penalty or damages only if you move from your current location (whether we serve your new location or not). If you terminate the contract during the Initial Term for any other reason, we will not charge you an early termination fee but you will be responsible for the payment of damages at a price of \$0.015 per kWh, charged for all expected usage remaining under the Initial Term of the contract. For accounts returning to the Utility, you may not be served under the same rates, terms and conditions that apply to other customers served by the Utility. Determination of residential or non-residential classification will be based on rate billed or some other indicator provided by the Utility.

**5. Invoicing and Payment:** You will continue to receive a single bill from the Utility that will contain its charges and our charges. If you wish to obtain budget billing service, you must contact the Utility to make your request. We do not offer budget billing for the generation portion of your bill. Bills will be due according to the Utility's billing schedule. Failure to pay our charges may result in you being returned to the Utility's standard service offer and forfeiture of your right to choose another electric generation service provider until your arrearages are paid off. Failure to pay the Utility's charges may result in you being disconnected in accordance with the Utility's tariff. Should you be switched back to the Utility for service, you may not be served under the same rates, terms and conditions that apply to other customers served by the Utility. We reserve the right to cancel this agreement upon 14 days written notice for non-payment. Twice within a twelve month period, you may request at no charge up to 24 months of payment history for bills rendered under this agreement.

**6. Environmental Disclosure:** The environmental disclosure information is shown at our website. The specific web address is: <http://retail.duke-energy.com>. You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.

**7. Access to Your Utility Information:** By signing the cover letter, you authorize the Utility to release to us any account information including account number, Utility meter readings, billing history, and bill images, and to access your Utility account information through the Utility's customer web portal (if available) for purposes of providing service to Customer and administering our obligations hereunder. You also authorize us to contact the Utility on your behalf to evaluate Utility programs that may benefit You and to resolve Utility matters on your behalf. This authorization does not permit Duke Energy Retail Sales to contractually obligate You to any Utility program. Unless allowed or required by law, we will not disclose your social security number and/or account number(s) to any third party without your prior written authorization.

**8. Questions and Disputes:** If you would like to speak with us concerning your bill or dispute any charges, please call 1-877-331-3045. Our hours of operation are weekdays, 8:00 a.m. to 5:00 p.m., Eastern Time. You can also write to us at 139 East Fourth Street, EA600, Cincinnati, OH 45202 or e-mail us at [DERS@Duke-Energy.com](mailto:DERS@Duke-Energy.com). We will endeavor to resolve the matter within five business days. If your complaint is not resolved after you have called us and/or the Utility, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel 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).

**9. Disclaimer of Warranty and Damages:** You understand and agree that there are no warranties, either express or implied, associated with this offer or the electricity service sold hereunder. We will bear no liability to you or any third party for consequential, punitive, incidental, special or other indirect damages.

**10. Governmental Actions:** If any federal or state governmental authorities take action that significantly changes the way we do business with you, you or we may terminate this agreement upon forty-five (45) days notice, after which you can return to the Utility to provide your electricity needs, or enroll for service from another supplier, if available.

**11. Assignment:** This Agreement shall be assignable by either Party if the third party assignee: a) is a creditworthy counterparty and b) in the case where Customer is assigning this Agreement, the third party assignee has a peak anticipated load factor that differs by no more than [10]% from that of the Customer at the time of the assignment.

**12. General.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. No amendment or modification to this Agreement shall be enforceable unless set forth in writing and executed by both Parties. Any provision declared or rendered unlawful, invalid or unenforceable by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. The headings used herein are for convenience and reference purposes only.

**13. Confidentiality.** Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than to the Party's employees, Affiliates, lenders, counsel, accountants, advisors or third-parties all of whom have a need to know such information and have agreed to keep such terms confidential, and in the case of Supplier, with the EDU for purposes of Consolidated or Custom Billing) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The obligations of the Parties under this Section 13 shall survive the expiration and/or termination of this Agreement.

**Duke Energy Retail Sales, LLC**  
139 East Fourth Street, EA600  
Cincinnati, OH 45202  
1-877-331-3045 Mon-Fri 8:00 a.m. – 5:00 p.m. EST  
<http://retail.duke-energy.com>

Please keep a copy of this Agreement for your records.

**Duke Energy Retail Sales, LLC is a Certified Retail Electric Supplier and an affiliate of Duke Energy Ohio, Inc.**

