

administrative

supplier name	<input type="text"/>	telephone	<input type="text"/>
address	<input type="text"/>	fax	<input type="text"/>
city	<input type="text"/>	state	<input type="text"/>
		zip	<input type="text"/>
		web site	<input type="text"/>

primary EnergyAuctions contact

contact name	<input type="text"/>
title	<input type="text"/>
email	<input type="text"/>
telephone	<input type="text"/>
fax	<input type="text"/>

secondary EnergyAuctions contact

contact name	<input type="text"/>
title	<input type="text"/>
email	<input type="text"/>
telephone	<input type="text"/>
fax	<input type="text"/>

markets served

commodities sold	<input type="checkbox"/> electric	<input type="checkbox"/> natural gas	<input type="checkbox"/> both		
rates served	<input type="checkbox"/> industrial	<input type="checkbox"/> commercial	<input type="checkbox"/> government	<input type="checkbox"/> residential	
states served	<input type="text"/>				
utilities served	<input type="text"/>				
	<input type="text"/>				
minimum electric usage	<input type="checkbox"/> no minimum	<input type="checkbox"/> annual usage	<input type="text"/>	<input type="checkbox"/> annual cost	<input type="text"/>
minimum natural gas usage	<input type="checkbox"/> no minimum	<input type="checkbox"/> annual usage	<input type="text"/>	<input type="checkbox"/> annual cost	<input type="text"/>

contract terms

contract pricing	<input type="checkbox"/> variable	<input type="checkbox"/> indexed	<input type="checkbox"/> fixed with adders	<input type="checkbox"/> fixed all in
balancing options	<input type="checkbox"/> 0%	<input type="checkbox"/> <input type="text"/> %	<input type="checkbox"/> full requirements	
conversion to fixed	<input type="checkbox"/> additional costs	<input type="checkbox"/> blend and extend	<input type="checkbox"/> hotline	
payment terms	<input type="text"/> days			

Please fax completed form to Taylor Consulting and Contracting at (570) 414-0884

terms and conditions of use

Access and/or use of this site constitutes consent to the terms and conditions set forth herein, including our Privacy Policy which is posted to our website and incorporated by reference. These terms and conditions may be periodically modified or changed. You are responsible for thoroughly reviewing these terms prior to each use. Your initial and subsequent use of the site will constitute consent to the most recent version of the terms and conditions, including any modified or amended terms and conditions. DO NOT ACCESS THIS SITE IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

Taylor will assign each seller (supplier) and buyer (customer) a User ID and Password. Buyers and sellers are collectively referred to as "Participants". Participants are required to use their ID and passwords for authorized purposes only. Participants must protect their passwords and must not disclose them to any third party. Unauthorized use or misuse will result in rescission of password and User ID. The rights granted by Taylor may not be assigned or transferred without the prior written consent of Taylor.

Taylor, acting as intermediary, will serve as a conduit for collecting and distributing Participants' data. Taylor is an independent contractor and does not share any type of employment relationship with participants. Nothing in these terms and conditions shall be deemed to create a partnership, joint venture, agency or employment relationship between Taylor and Seller. For auctions conducted by Taylor on behalf of its customers, Taylor represents that it is legally authorized to act on behalf of these buyers and will execute all necessary supplier contracts on behalf of its customers on acceptance of a supplier bid.

Participants are fully and solely responsible for the accuracy and reliability of the data and information provided and must immediately inform Taylor of any changes in their information. Participants warrant that the information they provide meets the following criteria and/or conditions:

- (1) it is accurate, reliable, complete, and lawfully obtained.
- (2) it does not otherwise violate or infringe upon the intellectual or any other property or proprietary rights of any individual or entity.
- (3) It is not defamatory, libelous, misappropriated, or otherwise violative of any federal, state or local laws or regulations;
- (4) It does not contain any viruses, or other disabling, illegal or unauthorized devices, or other computer programs that might damage the Taylor's website or otherwise interfere with, intercept, or misappropriate any proprietary information.
- (5) Customers represent that they are not legally obligated under a contract with another supplier for the term of any new contract.

By participation in the reverse auction process, you specifically authorize Taylor to disseminate and use the information provided as a part of the transaction information that Taylor will post on its auction website or otherwise provide to Participants. Taylor's use of Participants' information will be governed by the terms set forth in its Privacy Policy at www.utilitymodule.com/auction/Auction.html.

For Suppliers

Suppliers are required to provide an initial bid prior to the auction and may submit live bids during the auction. All bids submitted are irrevocable legally binding offers. However, there is no guarantee that a bid will be accepted. Supplier acknowledges that acceptance of a bid is within the sole discretion of Taylor. Once a bid is accepted, supplier agrees to add the pre-negotiated broker's fee between customer and Taylor onto its price and pay said fee to Taylor Consulting within 30 days of receipt of customer payment or as otherwise agreed in a separately pre-negotiated contract between Taylor and supplier. Suppliers must agree to maintain confidentiality of information obtained, except as necessary to implement the terms and conditions of the contract. Suppliers must also agree not to contact customers directly prior to or during the auction.

Compliance with Applicable Law

Participants will ensure that the manner in which they receive and transmit information through the website complies with all laws and regulations. Participants must not sell or solicit any goods or services other than those that are authorized through the auction process. Taylor reserves the right, in its sole discretion, to immediately disqualify any participants who tamper with the bidding process or the operation of this site, undermine the operation of the auction, or otherwise violate the terms or conditions of the site.

Termination of Access

Taylor may terminate or suspend access to the website at any time, with or without cause or advance notice. Termination, suspension or denial of access by Taylor will terminate any of Participants' obligations under this Agreement prior to the date of such termination, suspension or denial of access. Obligations incurred prior to termination of access will remain binding. Participant remains obligated to fulfill any obligations incurred prior to that time.

Intellectual Property Rights

Participant agrees that all software, technology, graphics, screens, images, displays, logos, configurations, trade names, trademarks, service marks, domain names, and all other proprietary or intellectual property or information offered on this Site, as well as any updates, changes, modifications or derivative works, are the sole and exclusive intellectual property rights of Taylor. Participants may not copy, distribute, use, misuse, publish or otherwise disseminate any of the intellectual property contained on this Site except as necessary for the limited use of participating in the reverse auction process.

Indemnification

Participants agree to indemnify Taylor from any damages or losses sustained as a result of their use or misuse of this site, including any intentional or negligent violation of these terms and conditions. Such damages may include but not be limited to costs, expenses, and reasonable attorneys' fees. In no event shall any party be liable for consequential, punitive or special damages.

Assumption of Risk

The information contained in this site is from sources Taylor believes to be reliable and accurate when placed on the website; nevertheless Taylor and its agents will not be liable for any errors or omissions contained in this information. All Participants are bound by the terms and conditions set forth in this Website; nevertheless, Taylor cannot control the actions of Participants or assume liability for their actions. A Participant who has a dispute with another Participant agrees to absolve Taylor from any legal actions, judgments, claims, demands, liabilities, losses or damages of any nature whatsoever, based on the actions or inactions of that Participant. Taylor will not be liable for any damages, lost profits, or cost of procurement of substitute goods caused by the negligence, breach of contract, or other action or inaction of another Participant whether intentional, negligent or through strict liability principals.

Warranties

The Website services are provided "as is". Taylor will not be responsible for disruption or interruption of services, any force majeure, or any actions or inaction of third parties and disclaims all warranties of any kind, express or implied, to the fullest extent allowed by law.

Written Modifications

This document sets forth the applicable terms and conditions for participation in the auction process. These terms may not be modified, amended, supplemented or otherwise changed by Participants without the prior written consent Taylor.

Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. By participating in the auction, each participant shall be deemed to have consented to exclusive the jurisdiction of the state and federal courts of Pennsylvania except as otherwise pre-negotiated between the parties in a separate supplier contract.