

## Duke Gas of Ohio Natural Gas Choice Sales Agreement

**Term:** I agree to an initial term of **12 months**. Service will begin on your next scheduled meter read date following your confirmed enrollment with Santanna by your Utility into the Duke Gas of Ohio (DO) Customer Choice Program and will continue through the Term expiration date in accordance with this Agreement unless terminated earlier or continued as provided in this Agreement. I understand that my initial term shall begin within two billing cycles following my acceptance into the Duke Gas Energy Choice Program, as determined by DO. I understand that occasionally there may be delays in the enrollment process under this agreement and I will not hold Santanna responsible for such delays.

**Gas Price:** My price for the initial term is a fixed price of **\$0.439 per Ccf**. I understand that my price does not include applicable taxes and/or utility distribution charges, and I acknowledge responsibility for the payment of these charges on my DO utility bill. Your Utility may charge switching fees, if applicable.

**Renewal:** After my initial term, this Agreement will automatically renew for successive month to month terms on Santanna's Competitive Market Price Program with no cancellation fee and without providing additional notification. The renewal is automatic and does not require my affirmative consent although there may be a change to the price or terms and conditions in the agreement. Santanna will notify you of your renewal options in advance between 45 and 90 calendar days prior to the end of the initial term.

**Service/Quantity:** Santanna will supply the commodity portion of the natural gas, and DO will continue to be my Utility Company. I understand that Santanna is not my Utility, and is not an affiliate Duke Energy of Ohio. I understand that Santanna charges will be for the volume of gas I use according to my meter reading as reported to Santanna by DO.

**Billing:** For your convenience you will receive only one bill, which will be issued by the Utility each month and will contain Santanna's gas price plus applicable taxes, utility transportation and other applicable charges, including any late fees assessed by DO. I agree to continue to pay my Utility for the entire gas bill under their payment terms and conditions. Failure to pay the Utility invoice in full and in a timely manner (including Santanna's charges), means the Utility may disconnect the service according to tariff guidelines. Santanna may terminate this contract (with 14 days' previous written notice) for failure to pay the monthly utility bill or failure to meet any agreed-upon payment arrangements. I understand my right to request, at no charge, up to 24 months of my payment history for services rendered by Santanna.

**Agency:** I appoint Santanna as my agent for the purposes of securing my natural gas supply and grant Santanna authorization to access my Utility account information, transcripts, and payment history. I understand that Santanna will not disclose my account number to any third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order. I understand that Santanna will not disclose my social security number to any third party, other than for uses of checking my credit and credit reporting, without my affirmative written consent or pursuant to court order. I authorize Santanna to obtain my billing payment and usage history from DO.

**Eligibility:** This Agreement is for residential and small commercial customers in the Duke Gas of Ohio service territory. By entering this Agreement, I represent and agree that the account(s) served by Santanna under this Agreement is (are) residential or small commercial account(s), in the DO service territory. Santanna reserves the exclusive right, at any time, not to enroll or to terminate service to customer locations that do not meet the preceding criteria. Participation in the program is subject to the rules of DO. I understand this agreement shall be binding upon and benefit the authorized Parties hereto and their respective successors and assigns. Santanna reserves the right to assign this agreement upon written notification.

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**Rescission Period:** You may rescind your enrollment without penalty within 7 business days from the post-mark date on the natural gas utility's confirmation notice by contacting the Utility verbally or in writing. To do this, you should contact Santanna at 800.764.4427, or your Utility Company's customer service. **(800.544.6900 DUKE GAS)**

**Cancellation:** You may terminate this agreement without any cancellation fee or penalty within 7 business days from the Rescission Period. If you cancel before the end of the initial term of this contract, an early termination fee of **\$100** will be charged. It may take your Utility additional time to complete the cancellation process, as required under program rules. You are responsible for all charges through the date cancellation is finalized by your Utility Company. If you voluntarily switch back to the Utility Company to be your natural gas supplier, you may be charged a price other than the Utility's applicable tariff rate. The Utility may charge you a switch fee if you have already switch one (1) time in a 12-month period.

**Moving/Termination:** I understand my right to terminate this Agreement without penalty in the event that (i) I relocate outside the service territory of the Utility (ii) or within the service territory of the Utility that does not permit the portability of the contract. This Agreement will automatically terminate if any of the following occurs: (i) if the requested service location is not served by the Utility (ii) if I moved outside the Utility's service territory (iii) or to an area not served by Santanna (iv) Santanna returns you to the Utility's applicable tariff service, provided that Santanna is permitted to terminate the contract under the terms and condition of this Agreement. I agree that if I relocate within the Utility's service territory and do not exercise my right to cancel, this Agreement may continue for service at my new location, and if applicable agree to provide Santanna with my new account number and meter number(s) in order to transfer this contract to my new location. If Santanna does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.

**Change in Law or Regulation:** In the event that any new, or any change in existing, statute, rule, regulation, order or other law or procedure or tariff promulgated by any government authority or gas utility, alters SES' costs to perform or its economic returns under this Agreement, Santanna will notify you of revised pricing under this Agreement. Upon notification, you will have 30 days to choose to either continue this agreement, or terminate this agreement without penalty.

**Questions, Complaints and Concerns:** For any questions or concerns, I can contact Santanna Customer Service by phone weekdays from 7:00 a.m. to 6:00 p.m. CST, and 9:00 a.m. to 3:00 p.m. CST on Saturdays at 1.800.764.4427, by fax at: 1.800.877.0673, in writing at: 300 E Business Way, Suite 200, Cincinnati, OH 45241, or through their web site at: [www.SantannaEnergyServices.com](http://www.SantannaEnergyServices.com). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called Santanna, or for general Utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential Utility customers in matters before the PUCO. The OCC can be contacted at: 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at: <http://www.pickocc.org>.

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**Force Majeure:** Certain causes and events out of the control of Santanna Energy Services (called Force Majeure Events) may result in interruptions of service and effect the commodity price of Natural Gas. Santanna will not be liable for the results of any such interruptions or price changes caused by Force Majeure Events, including but not limited to acts of God, catastrophic weather events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules or regulations by any governmental authority, or any cause beyond Santanna's control.

I have read and agree to the terms and conditions of this Gas Sales Agreement and acknowledge receipt of a copy of this Agreement. By signing this Agreement, I/my company agree(s) to buy my/my company's natural gas commodity requirements from Santanna Energy Services. This Agreement is with a Competitive Retail Natural Gas Service (CRNG) Provider, **NOT** the Gas Utility.

Your enrollment is subject to approval by Santanna Energy Services.

FOR MORE INFORMATION CONTACT US: 1-800-764-4427

[www.santannaenergyservices.com](http://www.santannaenergyservices.com)

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