

## Ohio Natural Gas Choice Sales Agreement

Contract Summary	
Product	Preferred 6-Month
Price	\$0.42900 per CCF
Term	6 Months
Monthly Administration Fee	\$0.00
Early Termination Fee	\$100.00
Natural Gas Utility ("NGU")	Duke Energy Gas

**Definitions:** "Competitive Retail Natural Gas" or "CRNG" provider means an entity that sells natural gas to retail customers in Ohio.

**Terms of Service:** These Terms and Conditions together with your signed written enrollment form, electronic online enrollment record or recorded telephonic voice recording confirming enrollment consist of the agreement ("Agreement") for natural gas service between you and Santanna Energy Services ("Santanna"). You acknowledge and accept the following terms and condition as part of your Agreement with Santanna. As a CRNG Provider, Santanna will supply the commodity portion of your natural gas service as required by your NGU, based on your usage as reported to Santanna by your NGU. Your NGU shall be responsible for distributing and delivering the natural gas to you at rates regulated by the Public Utility Commission of Ohio ("PUCO"). You understand that Santanna is not your NGU and is not an affiliate of your NGU.

**Eligibility:** This Agreement is for residential or small commercial customers that are not enrolled in the Percentage of Income Plan Program. Santanna reserves the right to refuse enrollment to any customer with an outstanding balance. Participation in this program is subject to the rules of your NGU and customers are sometimes terminated from the program either in error or for being in arrears.

**Term:** Your service with Santanna will begin on your next scheduled meter read date following your confirmed enrollment with Santanna by your NGU. Your service will continue for the number of months specified in the Contract Summary above ("Initial Term"), unless terminated earlier in accordance with this Agreement. Once your Initial Term expires, the Agreement will automatically renew on a month-to-month basis ("Renewal Term") as described in the Renewal section of this Agreement. You understand that occasionally there may be delays in the enrollment process under this Agreement and you will not hold Santanna responsible for such delays.

**Rate Plan Price:** During the Initial Term of this Agreement, you will pay Santanna for your supply service at the price set forth in the Contract Summary of this Agreement. The rate you will pay under the Initial Term and Renewal Term of this Agreement includes generation charges but does not include charges from your NGU related to delivery charges or other fees, state and local taxes, and a monthly administrative fee that is listed in the Contract Summary of this Agreement. Your NGU might charge you switching fees for switching to a CRNG provider. If, due to a change in market conditions, Santanna wishes to lower the price per CCF charged to the customer under an existing contract, we may do so without consent provided there are no other changes to the terms and conditions to the contract.

**Renewal:** After your Initial Term, this Agreement will automatically renew for successive month-to-month terms on Santanna's Competitive Market Price Program. This Renewal Term will contain no cancellation fees. Santanna will notify you of your renewal options in advance between 45 and 90 calendar days prior to the end of your Initial Term. **This Renewal Term is automatic and does not require your affirmative consent, although there may be a change to the price or other terms and conditions.** While in your Renewal Term, Santanna will charge you for all natural gas billed by your NGU at a variable price per CCF with a variable Administration Fee, which are both based upon generally prevailing market and business conditions, including but not limited to, market pricing of commodity, transportation, profit, plus Santanna's costs, expenses and margins.

**Billing:** You will continue to receive one bill from your NGU, each billing cycle, that will include both your NGU and Santanna charges, and any other charges incurred in accordance with this Agreement. Your natural gas consumption will continue to be measured or estimated by your NGU. You agree to pay your bill in accordance with your NGU's billing and payment terms. Your payment in



full will be due to your NGU by the date specified on the bill. If you fail to pay this bill on time, you understand that you could be subject to interest and late charges imposed by your NGU. Further, failure to pay your natural gas bill charges may result in your natural gas service being disconnected in accordance with your NGU's tariff. Your NGU may offer budget or other payment plans for your account. Santanna does not offer budget billing for the supply portion of the bill. If you do not pay your bill by the due date, Santanna may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation, you will be returned to your NGU as a customer. You may request from Santanna, without charge, up to twenty-four (24) months of your payment history.

**Right of Rescission:** Once you have been enrolled with Santanna, you will receive a confirmation notice from your NGU. You may rescind your enrollment without penalty within seven (7) business days following the postmark date on your NGU's confirmation notice. You may rescind this Agreement by contacting your NGU at their toll-free telephone number or in writing to the address of your NGU, both listed below.

**Cancellation:** You may terminate this Agreement without penalty within the rescission period, as stated above. You may terminate this Agreement early, without penalty, if you (i) relocate outside the service territory of the NGU, or (ii) relocate within the service territory of the NGU that does not permit the portability of the contract. This Agreement will automatically terminate if any of the following occurs: (i) the requested service location is not served by the NGU, or (ii) you move outside the NGU's service territory or (iii) to an area not served by Santanna, or (iv) Santanna returns you to the NGU's applicable tariff service, provided that Santanna is permitted to terminate the contract under the terms and condition of this Agreement. If you relocate within your NGU territory and do not cancel this Agreement, you will continue service with Santanna at your new location, and, if applicable, provide Santanna with your new account number and meter number(s) to transfer this contract to your new location and you thereby grant the right for your NGU to provide your new account number and meter number(s). If Santanna does not transfer this Agreement for service at your new location within ninety (90) days of relocation, this Agreement will automatically terminate. If you decide to cancel after the rescission period and before the end of the Initial term of this Agreement, an early termination fee as stated in the Contract Summary will apply. It may take your NGU additional time to complete the cancellation process, as required under program rules. If you switch back to your NGU, you may or may not be served under the same rates, terms, and condition that apply to other customers served by your NGU. Your NGU may charge you a switching fee if you have already switched one (1) time in a 12-month period. You are responsible for all charges through the date the cancellation is finalized by your NGU.

**Agency:** You authorize Santanna to obtain information from your NGU that includes, but is not limited to: utility account information, transcripts, usage history and payment history. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Santanna is prohibited from disclosing your social security number and/or account number(s) without your affirmative written consent other than for uses of Santanna's own collections and credit reporting, or assignment of a customer contract to another CRNG provider, except in accordance with rules 4901:1-28-04 and 4901:1-29-09.

**Force Majeure:** Certain causes and events out of the control of Santanna may result in interruptions in service and affect the commodity price of natural gas. Santanna will not be liable for the results of any such interruptions or price changes caused by any force majeure event, 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.

**Title, Risk of Loss and Indemnity:** Title to natural gas will pass from Santanna to you when we deliver it to the delivery point for your NGU. Santanna will cease to have title to and risk of loss related to the natural gas when it is delivered to the delivery point for your NGU.

**Warranties and Limitation of Liability:** OTHER THAN THOSE REQUIRED BY LAW, SANTANNA MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SANTANNA WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING BUSINESS INTERRUPTION DAMAGES OR LOST PROFITS. ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY.

**Miscellaneous:** Santanna reserves the right to assign this Agreement to another CRNG upon written notification. You may not assign this Agreement, in whole or in part, without the prior written consent of Santanna. 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 Santanna's 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 thirty (30) days to choose to either continue this agreement or terminate this agreement without penalty. This Agreement with the Contract Summary, including your Welcome Letter, and if applicable, your signed written enrollment form, electronic online enrollment record and any third-party verification recording, constitute the entire Agreement and understanding between you and Santanna for natural gas service. If any provision of this Agreement is held to be invalid, illegal, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. By choosing to accept this offer from Santanna, you understand and agree to the terms and conditions of this Agreement with Santanna. This Agreement shall be binding upon and benefit you and Santanna, and their respective successors and assigns.

**Questions, Complaints and Concerns:** For any questions or concerns, you can contact Santanna's Customer Service Department by phone weekdays from 7:00 a.m. - 6:00 p.m. CST, and 9:00 a.m. - 3:00 p.m. CST on Saturdays at: 800-764-4427, by fax at: 1-800-877-0673, in writing to: 300 E Business Way, STE 200, Cincinnati, OH 45241, or through the website at: [www.santannaenergyservices.com](http://www.santannaenergyservices.com). 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) on weekdays from 8:00 a.m. to 5:00 p.m. or at [www.puco.ohio.gov](http://www.puco.ohio.gov). 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) on weekdays from 8:00 a.m. to 5:00 p.m., or at [www.pickocc.org](http://www.pickocc.org).

**NGU Contact Information:**

Duke Energy Gas  
1000 E Main Street, Mail Drop WP 890  
Plainfield, IN 46168  
Customer Service: 8005446900  
Emergencies: 8006344300

First Name/Last Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_ Fax: (\_\_\_\_)\_\_\_\_-\_\_\_\_ Email Address: \_\_\_\_\_

Account Number: \_\_\_\_\_ Meter Number: \_\_\_\_\_

I have read and agree to the terms and conditions of this Ohio Natural Gas Choice Sales Agreement and acknowledge receipt of a copy of this Agreement. I agree to buy my natural gas supply services from Santanna Energy Services. This Agreement is with a CRNG Provider, **NOT** the Natural Gas Distribution Company.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Your enrollment is subject to approval by Santanna Energy Services.