

Florida Commercial  
Natural Gas Sales Agreement



**PLEASE RETURN SIGNED CONTRACT TO:**  
7001 SW 24<sup>th</sup> Avenue, Gainesville, Florida 32607

Toll free: \_\_\_\_\_ Fax: \_\_\_\_\_ Marketing Representative: \_\_\_\_\_

Full Legal Entity Name (or Owner's Name if Sole Proprietor) \_\_\_\_\_

Fed Tax ID / SS # \_\_\_\_\_ MPA Code \_\_\_\_\_ EFFECTIVE DATE  
2CSEB070615

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Exhibit B Version Number \_\_\_\_\_

Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Type of Business:  Proprietorship  Partnership  State Incorporated in \_\_\_\_\_  L.L.C.  Government

Nature of Business: \_\_\_\_\_ Date Established: \_\_\_\_\_

Prior Name and Address of this Business (if established less than (2) years): \_\_\_\_\_

**The desired start date is \_\_\_\_\_.** This start date is subject to acceptance by the Customer's ("You") Local Distribution Company ("LDC"). In the event the LDC fails, or is unable, to switch You on the desired date for any reason, without limitation, then Infinite Energy shall not be liable for the difference in price, if any, for the time You remain with Your previous marketer.

FOR NEW CUSTOMERS, You acknowledge, by signing this Agreement, You are hereby selecting Infinite Energy to initiate service and begin enrollment as Your natural gas supplier under the rate plan selected. FOR EXISTING CUSTOMERS, You acknowledge, by signing this Agreement, You are hereby authorizing Infinite Energy to remain Your natural gas supplier under the rate plan selected.

Your Gas Rate Plan will be (*You must select a rate plan*):

- Fixed Rate: The Fixed Rate shall be \$\_\_\_\_\_ per therm until \_\_\_\_\_.
- Variable IFERC Rate: This rate shall be the IFERC FGT ZONE 3 natural gas monthly settle plus \$\_\_\_\_\_ per therm plus all pass through costs until \_\_\_\_\_.
- Variable NYMEX Rate: This rate shall be the NYMEX LDS natural gas monthly settle plus \$\_\_\_\_\_ per therm plus all pass through costs until \_\_\_\_\_.
- Standard Variable Rate: This rate shall be Infinite Energy's then effective Standard Variable Rate, which is a month to month rate.

For TECO customers, the Load Factor Adjusted Release Rate (NCTS Rider Adder), will be passed through to you without markup. At any time while on any variable rate, You may request to switch all or a portion of Your usage to any of the then effective fixed rate options with Infinite Energy, at no additional fee. The Customer Service Fee is \$5.00 per service location per month; there is a \$25.00 activation fee per service location for all new customer accounts. A listing of all service locations, which this Agreement shall apply to and be binding upon, is attached hereto as **Exhibit A**. The Terms and Conditions, which are fully incorporated herein by reference, are attached hereto as **Exhibit B**. At any time, upon request, Infinite Energy will provide You with additional copies of Your terms and conditions.

By signing below, You agree to the following:

1. You have read and understand this entire Agreement, including Exhibits A and B;
2. You authorize Infinite Energy to verify Your credit background and Your references to release information directly to Infinite Energy;
3. You are a duly authorized owner or representative of the entity mentioned above;
4. You are 18 years of age or older; and
5. You agree to be bound by all statements, terms and conditions contained in this Agreement, including Exhibits A and B.

Please Sign Name(s): \_\_\_\_\_

Please Print Name(s) & Title(s): \_\_\_\_\_

## EXHIBIT A: SERVICE LOCATIONS

Location Name: \_\_\_\_\_

Type of Service Needed-- Please check one:

New Service (Meter Set)  New Service (Turn-On)  Marketer Switch  Renewal

LDC Account Name: \_\_\_\_\_

LDC Account Number: \_\_\_\_\_

LDC Name: \_\_\_\_\_

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

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

MPA Code: \_\_\_\_\_

Location Name: \_\_\_\_\_

Type of Service Needed-- Please check one:

New Service (Meter Set)  New Service (Turn-On)  Marketer Switch  Renewal

LDC Account Name: \_\_\_\_\_

LDC Account Number: \_\_\_\_\_

LDC Name: \_\_\_\_\_

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

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

MPA Code: \_\_\_\_\_

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New Service (Meter Set)  New Service (Turn-On)  Marketer Switch  Renewal

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LDC Account Number: \_\_\_\_\_

LDC Name: \_\_\_\_\_

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

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

MPA Code: \_\_\_\_\_

Location Name: \_\_\_\_\_

Type of Service Needed-- Please check one:

New Service (Meter Set)  New Service (Turn-On)  Marketer Switch  Renewal

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LDC Account Number: \_\_\_\_\_

LDC Name: \_\_\_\_\_

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

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

MPA Code: \_\_\_\_\_

Location Name: \_\_\_\_\_

Type of Service Needed-- Please check one:

New Service (Meter Set)  New Service (Turn-On)  Marketer Switch  Renewal

LDC Account Name: \_\_\_\_\_

LDC Account Number: \_\_\_\_\_

LDC Name: \_\_\_\_\_

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

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

MPA Code: \_\_\_\_\_

## Exhibit B: General Terms and Conditions

1. REQUIREMENTS – You and Infinite Energy (collectively “the Parties”) agree Infinite Energy will sell to You, and You will purchase from Infinite Energy, all of Your natural gas needs on a full requirements (100% swing) basis for the service address(es) specified in this Agreement on Exhibit A.
2. CONTRACT VOLUME – For the purposes of locking in Your price, if You select a Fixed Rate, Infinite Energy shall base Your expected usage, for the term of this Agreement, on either one or a combination of the following methods:
  - a. Historical Usage, which is defined as Your previous twelve (12) months usage; or
  - b. Estimated Usage, which is defined as an estimate based on similarly situated customers’ profiles.
3. CREDIT – You may be required to provide a deposit, a letter of credit, a guaranty of payment from a third party, or some other security, which is satisfactory to Infinite Energy. This Agreement allows Infinite Energy to obtain credit and LDC information including, but not limited to, historical and future usage, meter readings, types of service, and payment information. By signing this Agreement, You are authorizing the release of the above information to Infinite Energy for the duration of this Agreement, and You have the right to rescind the authorization for release of the above information at any time by contacting Infinite Energy. If You rescind Your authorization, Infinite Energy reserves the right to immediately terminate this Agreement with no further notice.
4. BILLING AND PAYMENT – You will be billed by Infinite Energy each month for natural gas supply and other services, if any. You may elect to have a third party receive Your invoices; however, You will be responsible for all payments. Infinite Energy will calculate Your invoices based on meter readings received from Your LDC. If no meter data is forwarded to Infinite Energy in a billing month, an estimated invoice will be sent and an adjustment showing the actual usage will follow in the subsequent month, or you will be invoiced in the month when Your LDC sends the meter reads to Infinite Energy; this may result in multiple reads on one invoice. You can pay your invoice by mailing payment to Infinite Energy Inc-GAS, P.O. Box #71247 Charlotte, NC 28272-1247. Payments will be due on the twentieth day after the invoice date. Late payments or partial payment balances will be subject to the greater of a ten dollar (\$10) late fee per month or the maximum rate allowable by law. In addition, invoices not paid by forty-five (45) days past the invoice date are subject to service disconnection. In the event of a cancellation for non-payment, You shall pay any applicable early termination fees and LDC charges as set forth by the CANCELLATION OF AGREEMENT BY CUSTOMER section. You will be billed for all outstanding balances and fees. You will remain responsible for any collection agency fees, attorney’s fees (including in-house counsel fees), court costs, and all other costs of collecting such outstanding balances.
5. TITLES AND TAXES – Title to the natural gas sold hereunder shall pass from Infinite Energy to You at the Delivery Point(s). Unless otherwise indicated, the Delivery Point shall be Your LDC’s City Gate. Except as provided herein, each Party shall indemnify and hold harmless the other from all taxes, royalties, fees, or other charges incurred with respect to natural gas to which it has title. You shall be responsible for any taxes imposed simultaneously with transfer of title. Before or upon execution of this Agreement, You shall give to Infinite Energy certificates in regard to any tax exemptions applicable to the natural gas to be sold. The rate, at which the natural gas that will be purchased by You pursuant to this Agreement may, in the sole discretion of Infinite Energy, be increased in accordance with any increase in the DDDC factor and tariff rates, as well as any tax, levy and cost associated with obtaining, transporting, delivering and selling the natural gas pursuant to this Agreement. Proof of any such increase will be provided to You upon request.
6. FORCE MAJEURE – Except for any obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. Force Majeure occurrences include events outside the control of the Party claiming Force Majeure (the “claiming Party”), which may include, but shall not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, accidents to machinery or lines of pipe, the loss or failure of Infinite Energy’s gas supply due to Force Majeure, and actions of any government authority, LDC, or pipeline entity, which result in conditions, limitations, rules, or regulations that materially impair either Party’s ability to perform hereunder, or any similar cause beyond the control of the claiming Party. The claiming Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.
7. LIMITATION OF LIABILITY – Infinite Energy’s liability in connection with this Agreement shall in no event exceed the difference between the reasonable price of replacing any undelivered natural gas and its price under this Agreement. Notwithstanding the foregoing, Infinite Energy shall not be liable for any losses,

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special, incidental, indirect, consequential or punitive damages arising from:

- a. the LDC's service, including, without limitation, operations and maintenance of the system, interruption of service, termination of service, and deterioration of service;
  - b. from in-home or building damages; and
  - c. a breach of this Agreement by either Party.
8. NO WARRANTIES – Except as expressly set forth herein, Infinite Energy makes and You receive no warranty, express, implied or statutory, and INFINITE ENERGY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  9. ASSIGNMENT – This Agreement shall extend to and be binding upon the respective successors and assigns of the Parties; provided, however, that You may not assign this Agreement without Infinite Energy's prior written consent and any purported assignment without such consent shall be void. Infinite Energy reserves the right to assign this Agreement or delegate its duties as required by the Public Service Commission ("PSC").
  10. VERBAL RECORDINGS – You agree that Infinite Energy may electronically record all telephone conversations with You without any special or further notice. You shall obtain any necessary consent of Your agents or employees to such recording.
  11. ENTIRE AGREEMENT AND AMENDMENTS – This Agreement constitutes the entire understanding between the Parties. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by both Parties.
  12. NO WAIVER – No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver and any such waiver shall be effective only with respect to the particular event expressly referred to in such writing.
  13. GOVERNING LAW – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without recourse to such state's choice of law rules. Venue for resolution of any dispute shall be located in Alachua County, Florida, and You submit to personal jurisdiction of any court of competent jurisdiction located therein. This Agreement is subject to valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and LDC tariffs on file with the PSC.
  14. DISPUTE PROCEDURE– If You dispute an invoice, You must first notify Infinite Energy in writing at Infinite Energy, Attn: Legal Department, 7001 SW 24th Avenue, Gainesville, Florida 32607-3704 within thirty (30) days of the invoice date; if you do not raise Your dispute within this time, You waive all right to do so. After giving written notice, You may withhold payment for the disputed portion only. You shall refrain from taking legal action with regard to the disputed portion of the invoice for a period of fifteen (15) days following receipt of a timely given written notice of the dispute.
  15. CONDITIONAL PAYMENTS – Any form of payment You send to Infinite Energy for less than the full balance due that is marked "paid in full" or contains a similar notation, or that You otherwise tender in full satisfaction of a disputed amount, must be sent to the address specified in the DISPUTE PROCEDURE section. Infinite Energy reserves all rights regarding these payments (i.e. it is determined there is no valid dispute or if any such payment is received at any other address, we may accept that payment and You will still owe any remaining balance). Infinite Energy may also refuse to accept any such payment by returning it to You, not cashing it or destroying it. All other payments You make should be sent to the appropriate payment address.
  16. CANCELLATION OF AGREEMENT BY CUSTOMER – You may terminate this Agreement by sending a written notice of cancellation thirty (30) days prior to the desired cancellation date to the address specified in the DISPUTE PROCEDURE section; provided however, termination of gas delivery to You by Infinite Energy will be effective when Your LDC provides Your final meter reading, which may take up to eight (8) weeks. You shall remain responsible for any and all volumes of gas burned through Your last day of service provided by Infinite Energy. If you terminate this Agreement prior to its expiration, such termination will be deemed an early termination.
  17. INTELLECTUAL PROPERTY RIGHTS. Intellectual Property rights are defined as any and all tangible and intangible rights, title and interest in and to: (1) works of authorship, including but not limited to copyrights and all derivative works thereof; (2) trademarks and trade names, (3) confidential information, trade secrets and know-how, (4) all intellectual property rights whether arising by operation of law, contract, license, or otherwise, and (5) all registrations, initial applications, renewals, extensions, divisions or reissues thereof now or hereafter in force. Any Intellectual Property right created, made, or originated by Infinite Energy will be the sole and exclusive property of Infinite Energy. Any unauthorized reproduction by You, Your agents,

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representatives, assigns, employees, owners, and any other person or entity acting on Your behalf, will constitute an infringement of said Intellectual Property right.

18. **MATERIAL BREACH** – The following events will each be deemed a material breach of this Agreement: non-payment by You; failure to pay a deposit assessed under this Agreement; reduction of Your requirements to zero for a period greater than thirty (30) days; Your early termination of this Agreement; Your infringement of any Infinite Energy Intellectual Property right; and Your insolvency, bankruptcy, or appointment of a receiver. Once a material breach has occurred, Infinite Energy may, in its sole discretion, (a) convert Your price to Infinite Energy's standard variable rate; (b) terminate Your natural gas service; and/or (c) terminate this Agreement. If You commit a material breach of this Agreement, You will pay all outstanding balances and all costs incurred by Infinite Energy as a result of the breach. Costs include, but are not limited to, reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees which Infinite Energy incurs in collection of delinquent balances on Your account.
19. **LIQUIDATED DAMAGES** – You and Infinite Energy agree damages, as a result of Your material breach of this Agreement, would be difficult, if not impossible, to determine; therefore, if a material breach occurs, whether in whole or in part, Infinite Energy may, in its sole discretion, assess, and You agree to pay, Liquidated Damages in an amount equal to Your Average Monthly Invoice plus Damages.
  - a. **AVERAGE MONTHLY INVOICE.** Infinite Energy shall calculate Your Average Monthly Invoice as an amount equal to the sum of one month's average invoice for each account covered under this Agreement.
  - b. **DAMAGES.** If You choose either an Introductory or a Variable Rate, Infinite Energy waives all rights to collect any damages for early termination of this Agreement. If You choose a Fixed Rate, Your damages shall be determined by taking (1) the wholesale price of natural gas on the Effective Date of this Agreement; subtracting (2) the wholesale price of natural gas on Your termination date; and multiplying the difference, if positive, by (3) the Contract Volume not used due to early termination.
20. **EXPIRATION/RENEWAL OF AGREEMENT** – This Agreement shall automatically renew on a month to month basis, unless cancelled by either Party upon thirty (30) days written notice prior to expiration of this Agreement. The terms of the renewed Agreement shall be the terms disclosed in this Agreement, except that the rate shall be the then effective standard variable rate, unless You and Infinite Energy agree to continue the current rate or negotiate a new rate.
21. **PRIVACY INFORMATION / CONFIDENTIALITY** – Any information pertaining to You collected by Infinite Energy during the course of providing service shall be kept confidential. The existence of this Agreement and the terms contained herein are deemed to be confidential. Neither Party shall disclose directly or indirectly without the prior written consent of the other Party the terms this Agreement to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the Party, or prospective purchasers of all or substantially all of a Party's assets or of any rights under this Agreement, provided such persons shall have agreed to keep such terms confidential) except for the following:
  - a. In order to comply with any applicable law, order, regulation, or exchange rule, or
  - b. To the extent necessary for the enforcement of this Agreement.In the event disclosure is required by a governmental body, applicable law, or proceeding, the disclosing Party may disclose such information to the extent so required, but shall use reasonable efforts to prevent or limit the disclosure of any confidential information, and shall cooperate (consistent with the disclosing Party's legal obligations) with the other Party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other Party. Subject to the limitations on liability set forth herein, 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 terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.
22. **JURY WAIVER** – Both Parties hereby irrevocably waive all rights to trial by jury.