

## Illinois Natural Gas Commercial Sales Agreement

**Product Type:**  Standard Product Type  Earth Friendly Product Type

**Initial Term:** You agree to an initial term of \_\_\_\_\_ months (“Initial Term”) beginning with the first day of service in the Gas Choice Program with Santanna Energy Services (“Santanna”), a date that is set by your utility:

Nicor Gas  Peoples Gas  North Shore Gas

**Gas Price:**

**Fixed Rate:** You have chosen a Fixed Rate of \$\_\_\_\_\_ per therm for the Initial Term.

**Variable Rate:** You have chosen a Variable Rate: The monthly gas price during the initial term is defined as NGI (Natural Gas Intelligence), Bidweek Issue, Chicago City Gate “Avg” + \$\_\_\_\_\_ per therm. The monthly NGI price fluctuates each month.

After the Initial Term, your Agreement with Santanna will automatically renew on a month-to-month basis on Santanna’s Competitive Market Price Program. You understand that your price does not include applicable taxes and/or utility distribution charges, and you acknowledge responsibility for the payment of these charges on your utility bill.

**Start Month:** \_\_\_\_\_.

**Applicability:** This contract is not available to residential or small commercial customers (customers with annual gas consumption of less than 5,000 therms).

**Cancellation:** If you cancel before the end of the Initial Term of this contract, you agree to pay Santanna liquidated damages. Liquidated damages will be calculated as the customer’s remaining natural gas usage (as forecasted by Santanna based on your historical usage and weather) under the initial contract term multiplied by a rate of \$0.10/therm. 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 your cancellation is finalized by your utility company.

**Payment Terms/Late Fees:** Payments are applied to past due balances first, then current invoices. Late fees are 1.5% per month.

**Collection:** You will be responsible for any costs or legal fees incurred by Santanna related to the enforcement of this agreement.

**Utility Charges/Program Cost:** Your utility will charge Santanna for retail program-related charges relative to your account and usage. Santanna will pass all monthly program-related charges to you. All utility related distribution charges and taxes are your responsibility.

**Quantity:** You will be charged for the volume of gas consumed, according to your meter reading as reported by your utility, plus unaccounted-for gas / fuel (F&S) charges.

**Agency:** You appoint Santanna as your agent for the purposes of securing your natural gas supply and grant Santanna authorization to access your utility account information, transcripts, and payment history. You also appoint Santanna as your agent for the purpose of enrolling, servicing and billing you for any products or services other than natural gas offered by or through Santanna, if you choose such products or services in the future, and you authorize Santanna to bill you for such products or services on your monthly utility bill. Santanna reserves the right to assign this agreement upon written notification. You shall not assign this Agreement without the express, written consent of Santanna.

**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 Santanna’s costs to perform or its economic returns under this Agreement, Santanna may revise the pricing under this Agreement to eliminate the impact of such change.

**Renewable Energy:** If you are enrolling in one of Santanna's clean, green, renewable, or environmental plans, they may be marketed under various brand names, such as “Earth Friendly” or “Renewable Energy.” Santanna will purchase carbon offsets to attempt to match the amount of carbon emissions created by your natural gas usage. Santanna reserves the right to determine which carbon offsets it purchases, when to purchase and retire them, and in which registry to retire them.

**Limit of Liability & Force Majeure:** Certain causes and events out of control of Santanna (called Force Majeure events) may result in interruptions in service and affect the price until the results of the causes and events are corrected. 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 regulation by any governmental authority, or any cause beyond Santanna’s control. Santanna makes no representations or warranties other than those expressly set forth in this Agreement, and expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

## Illinois Natural Gas Commercial Sales Agreement

Name (First Name/Last Name): \_\_\_\_\_

Business/Company Name: \_\_\_\_\_

Bill/Mailing Address: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Account #: \_\_\_\_\_ Last 4 Digits SSN#: \_\_\_\_\_

Last Billed Usage: \_\_\_\_\_

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 certified alternative gas supplier, **NOT** the local Gas Utility. I have read and agree to the terms and conditions of this Gas Commercial Sales Agreement and acknowledge receipt of a copy of the same.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Your enrollment is subject to approval by Santanna Energy Services.

THIS SECTION TO BE COMPLETED BY THE SALES AGENT

Broker Identification:

\_\_\_\_\_  
Brokerage Name

\_\_\_\_\_  
Broker's Agent First & Last Name