Santanna ENERGY SERVICES

Sign up by Fax!
800-877-0673

Gas Sales Agreement - Terms and Conditions

- **Agency:** I appoint SES as my agent for the purposes of securing my natural gas supply and grant SES authorization to access my Gas Utility account information, transcripts, and payment history. I also appoint SES as my agent for the purpose of enrolling, servicing and billing me for any products or services other than natural gas offered by or through SES, if I choose such products or services in the future, and I authorize SES to bill me for such products or services on my monthly Gas Utility bill. This agreement shall be binding upon and benefit the Parties hereto and their respective successors and assigns. SES reserves the right to assign this agreement upon written notification.
- **Gas Price:** My gas price with SES will be based on the Natural Gas Intelligence ("NGI") index. For 12 months, starting on the date of first delivery by SES, my gas price will be NGI + 8 cents per therm. After this initial period my price will change to NGI + 11.9 cents per therm for successive month to month terms. I understand that the monthly index (NGI) price fluctuates each month.
- **Quantity:** I understand that I will be charged for the amount of metered gas I use plus Nicor Gas' unaccounted-for gas charges, and that this is a requirements contract. I acknowledge that Nicor Gas will continue to deliver my gas and read my meter(s).
- **Valued Customer Bonus:** SES will credit a $60 bonus to my account on the third (3rd) billing cycle under this agreement. I recognize that to be eligible for this bonus my account must be in good standing with no past due balance. I understand that early cancellation of this agreement or failure to maintain my account in good standing will result in the valued customer bonus being forfeited; and that upon forfeiture SES will invoice my account for the total bonus amount of $60.
- **Admin. Fee:** I agree to the customer administration fee of $3.99 per month.
- **Rescission Terms:** I understand that I may cancel my enrollment without penalty within 20 days from my contract date. To do this I would contact SES at 1-800-764-4427. After the 20 days, SES will submit my account for enrollment and I will receive a confirmation notice from Nicor Gas. I will then have another 10 business days from the date of this confirmation to reconsider my decision without penalty. To withdraw my enrollment I may contact either SES at 1-800-764-4427 or Nicor Gas customer service at 1-888-642-6748.
- **Program Cost:** All retail fees from Nicor Gas relative to my account and usage paid by SES will be passed on to me. These charges over the last 12 months averaged less than 1 cent at Nicor Gas, per therm of usage.
- **Utility Charges:** I acknowledge that all Nicor Gas related distribution charges and taxes are still my responsibility.
- **Cancellation:** After my 12 month term, I may cancel my contract at any time with 30 days notice. I understand that all charges through the date that my cancellation is finalized by Nicor are my responsibility.
- **Cancellation Fee:** No cancellation fee will be assessed if the cancellation guidelines above are followed.
- **Payment Terms:** My payments will first be applied to outstanding fees and interest, then to outstanding principal.
- **Late Fee:** If I fail to pay my bill by the due date, I agree to late payment fees of 1.5% per month.
- **Collection:** I acknowledge responsibility for any costs incurred by SES related to the enforcement of this agreement, including SES's legal fees and court costs.
- **Force Majeure:** I understand that SES will make commercially reasonable efforts to supply natural gas service, but that it can not guarantee a continuous supply of natural gas. Events out of the control of SES (called Force Majeure Events) may result in interruptions in service and affect my price until the results of the events are corrected. SES will not be liable for the results of any such Force Majeure Events including but not limited to, acts of God, catastrophic weather events, acts, rules, or regulations of any governmental authority, accidents, strikes, labor disputes, changes in laws, or any cause beyond SES' control.

Yes, Please enroll me in the Santanna Program!

Name (First Name/Last Name) _____

Business/Company Name: _____

Bill/Mailing Address:_____ City: _____

State _____ Zip _____ Email: _____

Phone: (_____) _____-_____ Fax: (_____) _____-_____ Last 4 Digits SSN#: | | | |

Account #: |___|___|___|___|___|___|___|___|___|___|___|___| ☐ Business ☐ Residential

Last Bill Usage: | | | | | | | | . | | | ☒ Nicor Gas ☐ Peoples Gas ☐ North Shore Gas

By entering into this agreement, you appoint SES as your agent for the purposes of securing your natural gas supply, and grant SES authorization to access your Gas Utility account information, transcripts, and payment history. I understand that I may be subject to cancellation or switching fees from my utility company and/or current supplier.
I have read and agree to the terms and conditions of this Natural Gas 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 ("SES"). This Agreement is with a certified alternative gas supplier, NOT the local Gas Utility. You will be supplied with natural gas whether or not you sign this Agreement.

Authorized Signature:_____ Date: ____/_____/____

Account Holder ☐ Authorized Decision Maker ☐ **(RUU)**