

## Uniform Disclosure Statement ("UDS")

<b>Supplier:</b>	CenterPoint Energy Services, Inc. (CenterPoint)
<b>Supply Service:</b>	Natural Gas – Residential and Small Commercial
<b>Utility:</b>	Peoples Gas
<b>Plan Name:</b>	Managed Rate 12
<b>Plan Type:</b>	Managed Price
<b>Price (Rate):</b>	The current Managed Price rate is \$0.3100 per Therm for October 2019. The rate may or may not be the monthly rate you pay based on your service start dates on this plan. The rate may remain the same or may change based on CenterPoint's assessment of gas supply costs including, but not limited to, applicable market conditions, historical costs, and future cost projections. Specific costs that may be considered include, but are not limited to, transportation, fuel, storage, pooling fees, balancing, and basis. For example: If CenterPoint purchases gas at \$3.50 per Mcf and creates an adder of \$0.70 per Mcf (based on factors similar to the factors identified above), then the cost to you would be \$4.20 per Mcf. If the adder is \$1.00 per Mcf, then the cost to you would be \$4.50 per Mcf.
<b>Early Termination Fee:</b>	\$0.00
<b>Initial Contract Term:</b>	First available billing cycle after successful enrollment or rate change through 12 billing months.
<b>Plan Start Date:</b>	For new enrollments, you will begin billing on the plan in approximately one to two billing cycles once your enrollment is accepted by CenterPoint and the Utility. For current customers, you will begin billing on the plan on the first available billing cycle following rate change confirmation with your utility.
<b>Other Monthly Charges:</b>	\$0.00
<b>Billing Method:</b>	Utility Billed
<b>Rescission:</b>	The Utility will send written confirmation of your switch to CenterPoint Energy Services. Residential and Small Commercial customers have the right to rescind without penalty within ten (10) business days after the date of the Utility confirmation. To rescind, you may contact us at 888-200-3788 or contact the Utility at 888-642-6748.
<b>Cancellation:</b>	Residential and Small Commercial customers have the right to cancel this contract within ten (10) business days after the date of the first bill issued to you by the Utility for services provided by CenterPoint Energy Services. To cancel, you may contact us at 888-200-3788 or contact the Utility at 888-642-6748.



## Retail Choice Natural Gas Contract Residential and Small Commercial

CenterPoint Energy Services, Inc., ("CenterPoint") an independent seller of natural gas services, is licensed as an Alternative Gas Supplier ("AGS") by the Illinois Commerce Commission (Docket No. 13-0440), and does not represent or act on behalf of any utility, governmental bodies, or consumer groups.

Switching to CenterPoint will not impact the customer's natural gas service reliability. The utility remains responsible for the delivery of natural gas to the customer's premise and will continue to respond to any service calls and emergencies.

## General Terms and Conditions (v. 2018-08-28)

This Natural Gas Supply Contract ("Contract") explains the terms and conditions that govern your purchase of natural gas service from CenterPoint Energy Services, Inc. ("Supplier" or "CenterPoint"). CenterPoint is registered with the Illinois Commerce Commission ("ICC") as an Alternative Gas Supplier ("AGS"). Your Contract with CenterPoint for natural gas service includes terms and conditions, your Uniform Disclosure Statement ("UDS") and your confirmation letter from CenterPoint confirming your natural gas service from CenterPoint as your AGS ("Confirmation"). By accepting natural gas service from CenterPoint, you have agreed to be bound by the terms of this Contract.

This Contract is for the supply of natural gas and does not include natural gas delivery service, which will be provided by your Utility. The obligation of CenterPoint to sell and schedule natural gas for delivery to you and the obligation of you to purchase natural gas from CenterPoint is contingent upon (a) your eligibility and successful enrollment, as determined by your Utility, to take your natural gas from an AGS, and (b) the accuracy and completeness of information provided by you during the enrollment process.

### Definitions

Small Commercial Customer: Non-residential customer that has annual usage of less than 5,000 annual therms.

**1. CONTACT INFORMATION:** CenterPoint Customer Service Agents are available Monday through Friday, 7AM to 7PM CT at 1-888-200-3788 (TOLL FREE), 1-877-391-6606 (FAX). Email CenterPoint at [CustomerChoice@CenterPointEnergy.com](mailto:CustomerChoice@CenterPointEnergy.com) or write to CenterPoint Energy Services, Attn: Retail Choice at PO BOX 1336, Houston, TX 77251-1336. You may view other CenterPoint products and services online at [www.CenterPointEnergyRetail.com](http://www.CenterPointEnergyRetail.com).

For services inquiries, please call the utility that provides distribution services to your residence or business:

- Nicor Gas: 1-888-642-6748
- Peoples Gas: 1-866-556-6001
- Northshore: 1-866-556-6004

**2. TYPE OF PRODUCT:** Your natural gas plan is classified as a Fixed Price product, a Managed Price product, an Index Price product, or a Variable Price product as indicated on your UDS. All products are full requirements. In addition to the Price described in your UDS or Confirmation, you agree to pay all applicable taxes, fees and charges described below in Section 3 (Pricing and Fees). Your service under this Contract will begin on the first available billing cycle after successful enrollment with CenterPoint and will continue from that date for the term of your Contract.

**3. PRICING AND FEES:** Your monthly natural gas bill will be calculated by multiplying the price of natural gas per usage unit (e.g. Therm, Ccf, Mcf) by the amount of natural gas used during the billing cycle, as measured or estimated by your Utility. Your price does not include, and you are required to pay, your Utility's delivery service charges, customer charges, all other applicable charges and taxes. For the term of this Contract, you agree to pay all amounts that are charged by CenterPoint consistent with this Contract. We may charge a fee for early cancellation of your Contract (Early Termination Fee). Such Early Termination Fee will be set forth in your UDS. If you change your natural gas supplier, your Utility may charge a switching fee. If you return to your Utility after switching to an AGS, you may be charged a price other than the Utility's regulated sales service rate.

For Fixed Price products, the rate charged per unit will remain the same for the duration of the Initial Term indicated in the UDS and the per unit rate charged will not fluctuate with different usage levels. CenterPoint may lower the price per unit (e.g. Therm, Ccf, Mcf) without consent provided there are no other changes to the terms and conditions of the Contract. Following the Initial Term, your service will continue on a Variable Price per unit charge, month-to-month plan as described in these General Terms and Conditions.

For Variable Price products, the customer's service will be provided for or continue on a month-to-month basis, cancellable at any time without penalty. The per unit rate may remain the same or may change based on CenterPoint's assessment of gas supply costs including, but not limited to, applicable market conditions, historical costs, and future cost projections. Specific costs that may be considered include, but are not limited to, transportation, fuel, storage, pooling fees, balancing, and basis. For example: If CenterPoint purchases gas at \$0.500 per therm and creates an adder of \$0.099 per therm (based on factors similar to the factors identified above), then the cost to you would be \$0.599 per therm. If the adder is \$0.199 per therm, then the cost to you would be \$0.699 per therm. The per unit rate indicated on your Confirmation Letter is the rate at the time your Confirmation Letter is created and may or may not be the monthly rate you pay based on your service start dates on the Variable Price.

For Index Price products, the per unit rate for the Initial Term is based on the index specified in the UDS price plus the fixed adder listed in the UDS. CenterPoint shall determine the date, each month, for which the index shall be used to calculate your Index Price. For example, if the Index used is NYMEX, and the NYMEX priced on the date used to determine monthly pricing is \$0.400 per therm, and the Fixed Adder is \$0.100 per therm, then the Index Price will be \$0.500 per therm.

For Managed Price products, the per unit rate may remain the same or may change during the Initial Term indicated in the UDS. The rate is based on CenterPoint's assessment of gas supply costs including, but not limited to, applicable gas hedges, market conditions, historical costs, and future cost projections. Specific costs that may be considered include, but are not limited to, transportation, fuel, storage, pooling fees, balancing, and basis. For example: If CenterPoint purchases gas at \$0.350 per therm and creates an adder of \$0.070 per therm (based on factors similar to the factors identified above), then the cost to you would be \$0.420 per therm. If the adder is \$0.100 per therm, then the cost to you would be \$0.450 per therm. The per unit rate indicated on your Confirmation Letter is the rate at the time your Confirmation Letter is created and may or may not be the monthly per unit rate you pay based on your service start dates on the Managed Price.

The per unit prices and adders used in this section are for example only, and do not necessarily reflect the actual purchase price and/or actual adder during the term of your contract.

**4. BILLING AND PAYMENT:** Bills you receive from your utility for natural gas delivery charges will also include CenterPoint's charges, and you will remit payment for CenterPoint's charges directly to your utility. Billing by and payment to your utility shall be subject to your utility's applicable rules. Failure to pay the natural gas utility charges may result in the customer being disconnected in accordance with the applicable natural gas utility tariff. Any CenterPoint Early Termination Fees will be billed to you directly by CenterPoint.

**5. CONTRACT TERM AND CONTINUATION:** The term of this Contract and the price for natural gas for the term of this Contract are set forth in your UDS or Confirmation. For new CenterPoint customers, your service under this Contract will begin on the first available date, as set by your utility, after successful enrollment with CenterPoint and will continue from

that date for the term of your Contract. For existing CenterPoint customers, your service under this Contract will begin on the first available date following the utility's acceptance of the price plan change. For all products, unless you authorize a new contract with CenterPoint or your service with CenterPoint is terminated, at the expiration of your Contract your natural gas service will continue with CenterPoint on a Variable Price month-to-month product, cancellable at any time without penalty. Contract expiration notices are not applicable for month-to-month variable rate products.

**6. TERMINATION BY CUSTOMERS:** Residential and Small Commercial customers have the right to cancel this contract within ten (10) business days after the date of the first bill issued by the Utility, without penalty, for services provided by CenterPoint. To cancel, you may contact us at 888-200-3788 or contact the Utility at the toll-free number listed in your UDS. If you terminate your Contract before the end of your contract term, you agree to pay the Early Termination Fee, if applicable. You have the right to terminate your Contract without penalty if you move outside of Utility's service area or within the Utility's service area that does not permit portability of contract. You may terminate this Contract at any time, in writing or by calling 888-200-3788. Your termination will be effective on the next applicable meter read date. There is no early termination fee for month- to-month customers. If you cancel this Contract before the end of the term, we reserve the right to deny you subsequent enrollment in any CenterPoint supply service. After providing notice of termination of your Contract, your utility will perform a final meter read. You will be responsible for all charges incurred through the date your utility performs the final meter read. CenterPoint's obligations will end after the final meter read when CenterPoint is no longer designated as your AGS. Termination of your Contract does not excuse your obligation to pay outstanding balances or the Early Termination Fee set forth in the applicable UDS.

**7. TERMINATION BY CENTERPOINT:** CenterPoint may terminate this Contract upon fifteen (15) days' written notice if we are no longer able to serve you as a result of a change in law or other act beyond our reasonable control. If you have a fixed-term product, CenterPoint may also terminate this Contract upon 15 days' written notice, effective at the end of the then-current term. If you have a month-to-month product, CenterPoint may terminate this Contract at any time by providing 15 days' written notice. Termination will be effective on the next applicable meter read date. Upon termination by CenterPoint, you will be returned to your utility's standard offer service or you may choose another AGS. If this Contract is terminated for non-payment, you will be responsible for any applicable Early Termination Fee. This Contract automatically terminates if (a) the requested service location is not served by your Utility; (b) the customer moves outside the Utility's service area or to an area not served by CenterPoint; or (c) CenterPoint returns the customer to the customer's Utility's sales service, provided that CenterPoint is permitted to terminate this Contract under the terms and condition of this Contract. The effective date of termination for any of the above reasons will occur on the next meter read date following expiration of the applicable notice period, at which time you will be returned to your Utility for natural gas service. If this Contract is terminated, you will be responsible for payment of all natural gas and services received up to and including the effective date of termination, as well as any charges assessed by your Utility. CenterPoint may also charge an Early Termination Fee if this Contract is terminated because of a breach of this Contract by you, or if you provide any false, inaccurate, or misleading information.

**8. RIGHTS OF RECISSION OR CANCELLATION:** The Utility will send written notification of your switch to CenterPoint. Residential and Small Commercial customers have the right to rescind without penalty within ten (10) business days after the date of the Utility notification. To rescind, you may contact us at 888-200-3788 or contact the Utility at the toll-free number listed in your UDS.

**9. CHANGES TO CONTRACT:** CenterPoint can make changes, at any time, to any term or condition in this Contract, other than the term length or the per unit rate of a fixed-rate product. We will notify you in writing 45 days prior to any

material change to this Contract. The change will take effect on the effective date stated in that notice, if you do not terminate the Contract before that stated effective date. You will be responsible for any unpaid balance as of the termination date.

**10. AUTHORIZATION FOR RELEASE OF INFORMATION:** You authorize CenterPoint to obtain account information that we may need to provide natural gas service to you, including but not limited to your usage history, rate class, meter reading data, account number, address, phone and whether you are on a budget billing plan. We will not give or sell your personal information to any third party without your consent, unless required to do so by law.

**11. CUSTOMER REPRESENTATIONS:** You represent and warrant that at the time of enrollment you do not have any outstanding, non-disputed charges with your Utility, and that the information you provided during the enrollment process is complete, accurate, and verifiable.

**12. DISCLAIMER OF WARRANTIES:** THE PARTIES ACKNOWLEDGE AND AGREE THAT NO REPRESENTATION, WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS CONTRACT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CENTERPOINT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**13. FORCE MAJEURE:** You agree that certain causes and events outside of CenterPoint's control (Force Majeure Events), including but not limited to acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, and/or required maintenance work, Force Majeure Events occurring with respect to your natural gas utility or other third-party systems or assets may result in interruptions in service and CenterPoint will not be liable for any such interruptions.

**14. LIMITATIONS OF LIABILITY:** You acknowledge that CenterPoint does not own or control any of the transmission or distribution facilities used to deliver natural gas to you, and accordingly that CenterPoint shall have no liability on account of any acts or omissions related thereto or for any interruption or failure to deliver natural gas arising therefrom. Any liabilities of CenterPoint that are not excused by reason of Force Majeure Events or otherwise will be limited to direct actual damages only and that neither CenterPoint nor you are liable to the other for consequential, special, incidental, punitive, exemplary, or indirect damages.

**15. CHANGE IN LAW:** In the event that there is a change (including a change in interpretation) in law, administrative regulation, rule, filed tariff, regulatory design, market or transportation design or structure, ordinance, order, judicial decision, or statute, including, without limitation, changes in Utility tariffs and pipeline protocols, or any fees or costs, including any charged by pipelines or Utility, or the commencement of enforcement of a change in law or administrative regulation, and such results in CenterPoint incurring additional costs and expenses in providing your natural gas service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your rate, charges, and fees for natural gas service.

**16. MISCELLANEOUS:** Your Contract with CenterPoint will be interpreted in accordance with the laws of the State of Illinois, without giving effect to principles of conflicts of laws. Subject to regulatory requirements, CenterPoint may assign this Contract without your consent to an Illinois licensed AGS. You may not assign this Contract, in whole or in part, or any of your rights or obligations hereunder. Your Contract constitutes the entire agreement between you and CenterPoint



and supersedes all prior or contemporaneous communications, understandings, and agreements between you and CenterPoint related to the supply of residential retail natural gas service to you. This Contract is for the sole and exclusive benefit of you and CenterPoint, and nothing in this Contract will create, or be construed as creating, any express or implied rights in any person or entity other than you and CenterPoint.

If you have any questions, concerns or complaints, please contact CenterPoint by U.S. mail, facsimile, email or telephone using the contact information provided in Section 1 of this Contract. If your complaint is not resolved after you have called CenterPoint, or for general utility information, customers may contact the Illinois Commerce Commission (ICC) by phone at 1-800-524-0795 or 1-800-858-9277 for TTY hearing impaired customers. Website: [www.icc.illinois.gov](http://www.icc.illinois.gov).

## Signature & Location

Service Name (exactly as it appears on your bill)	Service Address (street, city, state, zip)	Gas Account / POD #	Meter #
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I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder.

I understand that by signing this Contract, I am voluntarily choosing CenterPoint Energy Services, Inc. (CenterPoint) to be the entity that supplies me with natural gas as my Alternative Gas Supplier (AGS) under the applicable rules and regulations of the Illinois Commerce Commission (ICC) and my Utility's tariff.

I authorize CenterPoint to act on my behalf to provide natural gas under the Utility's tariff for service by an AGS. Service will be provided to me in accordance with the rules and regulations of the ICC. I understand that my Utility shall continue to provide gas delivery services pursuant to its tariffs.

I authorize my Utility to release to my AGS, by written or electronic transfer, the current and historical gas usage information for my Utility accounts set forth in this Contract. I release my Utility from any liability resulting from use of this information by others.

I will continue to be responsible for payment of my Utility's delivery charges. I understand and acknowledge that the ICC will continue to regulate my Utility. I understand my AGS is not an agent of my Utility, and my Utility shall not be liable for any of the AGS' acts, omissions, or representations.

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Account Holder or Legally Authorized Person  
Signature / Voice ID / Electronic Verification #

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Date

If legally authorized, what is your relationship to the account holder?

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