



Michigan Residential/Commercial Natural Gas Supply Agreement Terms and Conditions

These Terms & Conditions contain important information regarding your natural gas agreement with Volunteer Energy Services, Inc. ("VE"). VE is an Ohio corporation operating under the guidelines set up by Michigan Public Service Commission and Michigan's various natural gas utilities. As a supply customer of VE, your signature on an agreement binds you to the terms and conditions contained herein.

- 1. Natural Gas Service** – VE shall supply 100% of the Customer's necessary natural gas supply needs. If the Customer requires assistance with matter regarding delivery of gas, meter reading, billing and other traditional utility functions, they will continue to contact their respective utility. In the event of an emergency or loss of service, the customer should contact their utility. The customer will continue to pay their bills to their gas utility.
- 2. Term** – The term of this agreement shall commence when accepted by VE and approved by the Customer's Gas Distribution Company (Utility) and shall continue on a month-by month basis. Any changes in pricing or term will proceed by no fewer than 30 days advance notice.
- 3. Pricing** – Volunteer Energy's energy supplies will be delivered to your residence or facilities via the utility's distribution lines. Natural gas supply will be provided for your facilities by VE on a cost per Ccf basis. The price will be a **monthly market price** that will vary from month to month. It will be based upon the lowest market price Volunteer Energy can obtain for natural gas for the month. The price will be based upon an approved Index or the NYMEX market plus an adder for basis, transportation, fuel shrinkage, storage, pooling and balancing fees plus any associated costs for redelivery to the customers burner tip
- 4. Billing & Payment** – The customer will receive a single bill from the utility, which must be paid according to the payment terms established by the utility. VE reserves the right to terminate this Agreement upon fourteen (14) days notice for failure to pay the bill or to meet any agreed upon payment arrangement.
- 5. Cancellation/Termination** – The Customer may choose to cancel this Agreement at any time without penalty and without having exercised their option of customer choice. The customer may cancel this Agreement by written or verbal notice at any time.
- 6. Office Locations and Hours** – Volunteer Energy Services office is located at 790 Windmill Drive, Pickerington, Ohio 43147 and is open from 08:00 AM to 05:00 PMEST, Monday through Friday. VE can be reached toll free at 800-977-VESI or at fax 614-856-3301. Telephone service hours are the same as office hours. VE can be reached online at <http://www.volunteerenergy.com> or via email at sales@volunteerenergy.com. The Customer can contact the Michigan Public Service Commission at 1-800-292-9555 or www.michigan.gov/mpsc.
- 7. Credit** – VE may verify the Customer's credit history with a credit-reporting agency upon the Customer's application for service with VE. Determination of credit worthiness will be made by generally accepted business practices.
- 8. Notices** – Communications that are required or allowed under the terms of this agreement will be considered officially delivered when given in person, emailed, faxed, or received two (2) business days after being mailed through the United States Postal Service to one of the addresses provided by either party herein.
- 9. Force Majeure** – For the purpose of this agreement, Force Majeure shall include VE's right to cancel this Agreement if the State Of Michigan, Michigan Public Service Commission or the applicable gas utility makes material changes to the gas choice programs.
- 10. Miscellaneous** – The terms of this Agreement extend to any successors or assignees of either party. Customer may not assign this agreement without written consent by VE. This agreement represents the entire Agreement and both the Customer and VE must approve any changes or amendments. This agreement supersedes any prior Agreement between the Customer and VE.

IN NO EVENT SHALL VESI BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. VESI'S MAXIMUM AGGREGATE LIABILITY FOR ANY REASON OR CAUSE OF ACTION SHALL BE THE PRICE PAID BY THE CUSTOMER

Michigan Natural Gas Supply Agreement Customers Acceptance Form

Please Fax To: 866-683-1137

I acknowledge that I am the account holder, a person legally authorized to execute a contract on behalf of the account holder, or the spouse of the account holder. I understand that by signing this Agreement, I am switching the gas Supplier for this account to Volunteer Energy Services, Inc. I understand that gas purchased for this account by Volunteer Energy Services, Inc. will be delivered through my current utility's delivery system. The account holder, or the person who signed this contract on behalf of the account holder, may cancel this contract for any reason through written or verbal notification to Volunteer Energy Services, Inc.

Customer Signature: _____ Date _____

Print Name _____ Title _____

Customer Name (on Utility Bill) _____

Service Address _____

Billing Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-Mail _____ Commercial: Residential:

Gas Utility Number:

Consumers Energy POD NUMBER ONLY (13 Digits)

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DTE (12 digits)

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SEMCO (10 digits)

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CCM AGENT ID: _____

For Office Use Only
Rate: _____
Agent: _____ CCM _____
VESI Rep: _____