

## **Residential WGL Energy Services, Inc. Natural Gas Supply - Terms & Conditions**

### **General Conditions**

WGL Energy Services, Inc. (WGL Energy Services) is licensed by the District of Columbia Public Service Commission (Docket No. GA03-3) to offer and supply natural gas in the District of Columbia and is a qualified natural gas supplier under Washington Gas' Tariff. WGL Energy Services prices are for natural gas supply and are not regulated by the District of Columbia Public Service Commission. WGL Energy Services supplies natural gas to your Utility company, Washington Gas (Washington Gas or your Utility company), based on how much you consume and Washington Gas delivers the natural gas to you using their natural gas distribution pipelines. The distribution of natural gas cannot be terminated or interrupted by Washington Gas as a result of any dispute between you and WGL Energy Services. WGL Energy Services is a subsidiary of WGL Holdings, Inc., and an affiliate company of Washington Gas. The WGL Energy Services Natural Gas Supply - Offer (Offer), together with these WGL Energy Services Natural Gas Supply - Terms and Conditions (Terms and Conditions), constitute the entire WGL Energy Services Natural Gas Supply Agreement (Agreement) between you and WGL Energy Services. You must remain a Washington Gas customer in the District of Columbia and provide WGL Energy Services with complete and accurate information to begin and continue service.

### **Right of Rescission**

You have the right to cancel this agreement at any time before midnight of the third calendar day after enrollment by contacting the WGL Energy Services Customer Care Center at 844-4 ASKWGL (844-427-5945).

### **Natural Gas Supply Service**

WGL Energy Services agrees to sell you natural gas supply at the price, term and carbon offset percentage in the Offer. These prices apply 24 hours a day and will begin on your next applicable Meter Read Date. The WGL Energy Services Fixed Price Plan will extend for the term indicated in the Offer. If you select the WGL Energy Services Variable Price Plan, the monthly price indicated is only for the first month's usage and the price for each subsequent month's usage will be determined by WGL Energy Services in response to changing market conditions and posted at [www.wglenergy.com](http://www.wglenergy.com) on or before the 25th day of each month.

### **Carbon Offsets**

WGL Energy Services agrees to sell CleanSteps® Carbon Offsets or PA Carbon Offsets from WGL Energy as part of our natural gas supply service at the percentage and prices indicated on the Offer and from certified project sources within the District of Columbia, Delaware, Maryland, Pennsylvania, and Virginia. WGL Energy Services has entered into contracts to purchase carbon offsets from these regional project sources, which are listed at [www.wglenergy.com/offsets](http://www.wglenergy.com/offsets). If you elect to purchase gas supply service with CleanSteps® Carbon Offsets or PA Carbon Offsets at a time when a previously executed Agreement is in effect, this choice shall amend and be incorporated into your prior Agreement.

### **Billing and Payment**

You will receive a single bill from your Utility company containing its charges and the WGL Energy Services' charges. Payments will be due and payable to your Utility according to your Utility company's billing schedule and policies. You are responsible for WGL Energy Services charges, your Utility company's charges consistent with its filed tariffs, all applicable balancing and storage charges and for all applicable taxes. If you are exempt from sales tax, you must submit a sales tax exemption form to WGL Energy Services before any exemption can be processed. WGL Energy Services may charge a late payment fee of 1% per month on any past due balances. WGL Energy Services reserves the right to change billing methods. You will be responsible for all costs, including legal fees, associated with the collection of outstanding balances.

### **Budget Bill Plans**

If you are enrolled in your Utility company's budget bill plan, you will continue to receive budget bills following account reconciliation with your Utility company.

### **Automatic and Early Contract Renewal Options**

If WGL Energy Services chooses to renew your Agreement, then: Forty-five (45) days prior to the end of the term of the Agreement, WGL Energy Services shall send you a notice offering a revised Offer and Terms and Conditions for a

Renewal Term. This Agreement shall be automatically renewed with the revised Offer and Terms and Conditions unless you cancel the renewal of this Agreement by notifying WGL Energy Services no later than 25 days prior to the end of the term. WGL Energy Services may also offer you an Early Renewal Option by sending you notice of a new price for a fee and upon payment of the fee, this Agreement shall be renewed at the new price for a Renewal Term. If you have been assigned a WGL Energy Services Account Manager, the preceding renewal processes will not apply, and you can expect to receive an automatic or a renewal offer with a revised Offer and Terms and Conditions from your WGL Energy Services Account Manager at least forty-five (45) days before the end of the term of the Agreement, in which case you can accept or cancel the renewal offer by directly communicating with your WGL Energy Services Account Manager.

### **Termination by WGL Energy Services**

WGL Energy Services may terminate this Agreement on 35 days written notice as a result of the following: (1) non-payment by you; (2) changes in any legislation, regulation or Utility company tariff that adversely affect this Agreement; or (3) Acts of God. The effective termination date will occur on the next applicable meter read date, and upon termination with WGL Energy Services, you will be returned to your Utility company's service.

### **Early Cancellation**

You may cancel this Agreement by changing service providers, notifying WGL Energy Services in writing by mail or by calling WGL Energy Services at 844-4 ASKWGL (844-427-5945). If you cancel this Agreement prior to the end of your term, the effective end date will be on your next applicable meter read date. Fixed Price Plan: You will be charged an early cancellation fee of \$10 per month for each month that remains in your contract term. This fee will be waived if your early cancellation is due to a change of residence or is within the applicable rescission period. Variable Price Plan: No cancellation fee applies. If you cancel this Agreement, you will have the option of returning to your Utility Company's natural gas sales service or choosing another natural gas supplier. WGL Energy Services reserves the right to deny you subsequent enrollment in any WGL Energy Services energy supply service.

### **Change of Residence**

If you move, you may cancel your Agreement without penalty by contacting WGL Energy Services in writing by mail within thirty (30) days of such change. A final meter reading will be made at your old address and your account will be closed and finalized with your Utility company and WGL Energy Services. If you move within your Utility company's service territory, you may have the option of signing a new Agreement with WGL Energy Services at your new residence.

### **Assignment**

You may not assign this Agreement. WGL Energy Services may transfer, assign or sell this Agreement in connection with any financing, to any of its affiliates, to anyone succeeding in interest to all or substantially all of WGL Energy Services' assets or business, or to another supplier licensed to conduct business in your Utility company's service area.

### **Limitation of Liability**

You understand and agree that there are no warranties, either expressed or implied, associated with this offer or the natural gas and/or electricity service sold under this Agreement. WGL Energy Services will bear no liability to you or any third party for consequential, punitive, incidental, special, or indirect damages. This Agreement constitutes the entire Agreement between you and WGL Energy Services. No statement, promise or inducement made by either party that is not contained in this Agreement shall be valid or binding.

### **Credit Checks**

WGL Energy Services may perform a credit check and request financial data about you. WGL Energy Services reserves the sole right to determine if your credit standing is satisfactory for originating gas or electricity supply service under this Agreement. WGL Energy Services may require you to be current with your Utility company payments as a condition of originating or of continuing service in connection with this Agreement.

### **Information Release Authorization**

Through this Agreement, you authorize WGL Energy Services to obtain information from your Utility company that includes, but is not limited to: billing information and history, payment information and history, historical and future natural gas usage, meter readings, and characteristics of natural gas service.

**Contact Information and Dispute Resolution**

WGL Energy Services can be reached by mail at: WGL Energy Services Customer Care Center, P.O. Box 7600 Hampton, VA 23666-0600. Please contact WGL Energy Services at the address above or call our Customer Care Center toll free at 844-4 ASKWGL (844-427-5945) Mon - Fri between 7:00 am and 7:00 pm ET, except holidays to answer questions or resolve any disputes regarding this Agreement. For emergencies pertaining to your service, please call Washington Gas at 1-800-752-7520. The DC Office of the People's Council can be reached at 202-727-3071 and their website address is [www.opc-dc.gov](http://www.opc-dc.gov). The DC Public Service Commission can be reached at 202-626-5100 and their website address is [www.dcpsc.org](http://www.dcpsc.org).

WGL Energy Services reserves the right to cancel the availability of its natural gas offers at any time.