

# Constellation NewEnergy - Gas Division, LLC

## General Terms & Conditions

### 1.

I want Constellation NewEnergy - Gas Division, LLC ("Constellation") to supply all the natural gas I need to heat my home or business and for other related uses. I am eighteen (18) years of age or older, and I am fully authorized to enter into this Contract (as hereinafter defined). These Terms and Conditions, along with my Enrollment Form and Acknowledgement Form, or Welcome Letter, are my complete agreement with Constellation (collectively referred to herein as this "Contract").

### 2.

I understand that:

- I can continue to have natural gas supplied by my current utility, Northern Indiana Public Service Company ("NIPSCO" or the "Utility").
- NIPSCO will continue to deliver gas to me, read my meter, and also provide emergency and other services they have provided in the past.
- The natural gas I buy from Constellation may be included in my NIPSCO monthly bill.
- My eligibility to participate in NIPSCO's Supplier Aggregation Service is subject to confirmation that I have good credit standing with NIPSCO, which, for the purposes of the choice program, is defined as an account that is not in arrears more than thirty (30) days.
- I can change suppliers at any time during the term of this Contract subject to the terms and conditions of this Contract.
- I have the right to return to NIPSCO service if Constellation terminates my service.
- Constellation may choose not to accept this contract for any reason.

### 3.

My supply will begin on the date set by NIPSCO after my enrollment and shall continue for the period set forth above (the "Primary Term"). It may take up to two billing cycles for service to begin. Constellation is not responsible for any delays in enrollment.

### 4.

If I am a residential customer and have chosen a Fixed Price Plan, I may terminate this Contract without incurring an early termination fee within ninety (90) days after entering into it (the "Guarantee Period") by notifying NIPSCO that I would like to return to NIPSCO service. I must also notify Constellation in writing or by calling Constellation's customer care center at (855) 465-1244.

Upon my termination of this Contract during the Guarantee Period, Constellation will return me to being supplied by the Utility at my next available meter read date and I will remain responsible for payment for natural gas and related costs and charges incurred under this Contract through such meter read date. Any incentives Constellation may offer in connection with me entering into this Contract will be provided to me after the Guarantee Period has expired without me terminating this Contract.

### 5.

Each month my bill will be calculated by multiplying (i) the price of gas per therm by (ii) the amount of gas used in the billing cycle plus (iii) applicable taxes, fees, and charges for transportation, distribution and other services. This price may be higher or lower than NIPSCO's price in any given month. Constellation's price does not include any applicable charges from NIPSCO.

- Fixed Price. I have selected a fixed price plan. The price per therm for gas is indicated above and guaranteed not to change for the Primary Term, unless as otherwise provided below.

### 6.

If Constellation decides to renew this Contract, then no later than forty-five (45) days prior to the end of the Primary Term, Constellation will send me a notice of the conditions that will apply for the renewal period. Unless I terminate this Contract in writing at least thirty (30) days before the end of the Primary Term, this Contract will automatically renew in accordance with the renewal terms and conditions.

## 7.

This Contract may be cancelled as follows:

- Within five (5) business days from the date I signed or received this Contract, I may cancel this Contract by contacting Constellation at (855) 465-1244 or by written request.
- If I am a residential customer and have selected a Fixed Price Plan and terminate this contract after the Guarantee Period, which I may do by giving thirty (30) days advance notice to Constellation either by phone or by writing, or if I fail to comply with this Contract, I will pay a \$150.00 early termination fee.
- If I am a commercial customer and have selected a Fixed Price Plan and terminate this contract after the fifth (5th) business day or fail to comply with this Contract, the early termination fee will be the greater of \$150.00 or the amount of gas I failed to consume during the remainder of my fixed term, calculated on the basis of prior usage, multiplied by the excess, if any, of the fixed price I agreed to pay over the price Constellation can sell such gas at the time of my termination.
- The early termination fee is not a penalty, but compensates Constellation for the cost of buying gas in advance on my behalf. The fee only applies to fixed price contracts.
- This contract will automatically terminate without penalty if I move and the requested service location is not served by NIPSCO, or if I move to an area not served by Constellation; otherwise, this contract will remain in effect if I move.
- This Contract will terminate in the event I am disconnected from service for non-payment. Re-enrollment will be required to re-establish my eligibility and service under the Choice Program under a new agreement.
- If I receive an arrears notice and do not pay the arrearage balance prior to my next cycle billing date, then effective as of that next billing date, I will be removed from the Choice Program and returned to bundled utility service.
- All returned checks will be subject to the maximum fee allowed by law.
- In the future Constellation may bill me directly and separately from NIPSCO.
- If I fail to pay my bill, Constellation may cancel this Contract by providing me with fifteen (15) days written notice.
- If the IURC or NIPSCO decides to end or change the program under which I buy gas, Constellation may cancel this contract on thirty (30) days advance written notice with no penalty. In the event Constellation is no longer eligible to participate in the Choice Program, this Contract shall automatically terminate with no penalty.
- If I fail to pay my bill in a timely manner NIPSCO may terminate my eligibility for the choice program.
- Should I fail to comply with NIPSCO's payment policies I may no longer be eligible for NIPSCO Choice participation and will be subject to any pertinent late fees as set forth in the NIPSCO tariff approved by the IURC.

## 8.

If I have a question or concern about my bill, I will call Constellation's Customer Care Center at (855) 465-1244. M-F 8 A.M. to 6 P.M. EST or send a letter to Constellation, P.O. Box 4911, Houston, Texas 77210, or email to [home@Constellation.com](mailto:home@Constellation.com).

- Constellation will refer all complaints, written or verbal, to a person who will acknowledge them promptly and work out a mutually satisfactory resolution. If I am still unhappy, I may contact a Constellation supervisor who will respond to me promptly.
- If my questions are not resolved after I have called Constellation, I may also call the Indiana Office of Utility Consumer Counselor ("OUCC"). The OUCC is the state agency with the statutory responsibility of representing consumers on all utility matters. I have a right to contact this agency with any questions, concerns or conflicts, regarding Constellation or the program. Contact Information: Indiana Office of Utility Consumer Counselor, PNC Center, 115 W. Washington St., Suite 1500 South, Indianapolis, Indiana 46204; [www.IN.gov/OUCC](http://www.IN.gov/OUCC); Toll Free: (888)-441-2494, Voice/TDD: (317) 232-2494; FAX: (317) 232-5923; Email: [UCCINFO@oucc.in.gov](mailto:UCCINFO@oucc.in.gov).

## 9.

IF I SMELL GAS I SHOULD IMMEDIATELY CALL NIPSCO AT (800) 634-3524 AND LOCAL EMERGENCY PERSONNEL AT 911.

## 10.

Throughout the Primary Term and any renewal terms, I authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, credit information, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage (including for the last 0, 12 or 36 months), rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on my Utility bill, billing and payment information from the Utility. I authorize Constellation to release such information to third parties that need to know such information in connection with my natural gas supply service and to Constellation's affiliates and subcontractors. These authorizations shall remain in effect as long as this Contract is in effect. I may rescind these authorizations at any time by either calling or providing written notice to Constellation. Constellation reserves the right to reject my enrollment or terminate this Contract in the event these authorizations are rescinded, I fail to meet or maintain satisfactory credit standing as determined by Constellation, or I fail to meet minimum or maximum threshold consumption levels as determined by Constellation. If I fail to remit payment in a timely fashion, Constellation may report the delinquency to a creditreporting agency.

## 11.

All natural gas sold will be delivered to an existing or future point of interconnection between the Utility distribution system and a third party pipeline supplying natural gas to the Utility (the "Delivery Point"). Title and risk of loss related to natural gas transfer to me at the Delivery Point and I will be responsible for the all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale purchase, and delivery of such natural gas to my home or business. "Taxes" means all taxes, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on me or that Constellation passes through to me, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, utility taxes, sales, consumption, use, value added, per therm, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement) imposed by any governmental entity.

## 12.

I agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any damages or claims for matters within the control of the Utility, which include maintenance of pipelines, service interruptions, loss or termination of service, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate natural gas supply service on the date specified herein due to any failure or delay in enrolling me with the Utility. Constellation's liability shall be limited to direct actual damages only, which will not exceed the amount of my single largest monthly invoice during the preceding twelve (12) months. In no event shall Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, thirdparty claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract. If something happens that is beyond Constellation's reasonable control that prevents us from performing our obligations under this Contract, then Constellation will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under Constellation's control, such as the Utility.

## 13.

I understand that there may be delays before NIPSCO switches my account and that Constellation may choose not to accept this contract for any reason whatsoever. This Contract is our complete agreement. No oral statements made by anyone are a part of this Contract, and any changes to this Contract must be made in writing. Constellation may change the terms of this Contract by providing notice of such change at least thirty (30) days prior to the effective date of the change. If I do not agree with the change, I may cancel this Contract by providing written notice to Constellation within thirty (30) days of the date of the notice. Constellation may record and disclose telephone conversations with me. Constellation may ask commercial customers for credit enhancements or adequate assurance of their ability to perform their obligations under this Contract, which must be provided within thirty (30) days of such request. Constellation may assign this contract to another supplier authorized by NIPSCO. For purposes of accounting both parties accept the quantity, quality, and measurement determined by NIPSCO. Except as provided by law, all taxes due and payable with respect to the customers obligations under this Contract shall be paid by customer.

## 14.

Constellation may pass through or allocate, as the case may be, to you any increase in Constellation's costs related to the natural gas and related products and services to be sold to you that results from the implementation of new, or changes (including changes to pipeline or Utility transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or pipeline business practices or protocol, Utility or pipeline tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Any such increase may be reflected as an increased price or as a separate line item or invoice. If there is a Change in Law which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement.

**We thank you for the opportunity to serve as your authorized natural gas supplier under your Utility's Energy Choices Program.**  
Contact us Toll-Free with Questions: 1-855-465-1244