



**Energy Harbor LLC
Maryland Natural Gas Agreement Pricing Attachment**

By executing this completed Pricing Attachment, Customer acknowledges agreement with the Terms and Conditions (together the "Agreement").

CUSTOMER INFORMATION:

Company:					
Billing Address:					
City:		State:		Zip:	
Contact Phone:			Email:		
Federal Tax ID #:			Tax Exempt (if "yes" please submit copy of certificate with contract): <input type="checkbox"/> Yes <input type="checkbox"/> No		

ACCOUNT INFORMATION (if more than 1 account, please complete page 2):

Account #:					
Service Address:					
City:		State:		Zip:	
Mailing Address:					

LDC/Natural Gas Local Distribution Company Utility (Check One):

<input type="checkbox"/> Baltimore Gas and Electric	<input type="checkbox"/> Washington Gas
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Contract Term:

_____ Months

Price Structure: Fixed

Natural Gas Supply Price	Contract Start Date (MM/YY)*
_____/therm	_____/____

**The Contract Start Date is an estimate only and shall be determined by the Natural Gas Local Distribution Company in accordance with its rules and practices regarding the switching of customers to suppliers. Energy Harbor has no liability related to the date upon which the Natural Gas Local Distribution Company determines to switch the Customer.*

I hereby agree to purchase natural gas from Energy Harbor under the Terms and Conditions that were included and presented with this offer. I understand and agree to those Terms and Conditions. I affirm that I am an authorized representative of the company listed below and that I have the authority to make decisions on behalf of the company regarding its choice of Energy Harbor for its natural gas supplier. Energy Harbor has my permission to obtain the past and current natural gas usage data of the company for the accounts listed below.

Accepted and Agreed to:

Customer

Sign: _____

Print Name: _____

Title: _____

Date: _____

Energy Harbor LLC

Sign: _____

Print Name: _____

Title: _____

Date: _____



Energy Harbor LLC
Supply Agreement Pricing Attachment – Additional Accounts

ACCOUNT INFORMATION (Only to be used if more than 1 account from Page 1. Please attach as many additional pages as necessary.)

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					



Small Commercial – Natural Gas - Terms and Conditions

These Terms and Conditions together with the enrollment materials are your Agreement (“Agreement”) for natural gas supply service with Energy Harbor LLC (“Energy Harbor”). Please keep a copy of this Agreement for your records.

Energy Harbor is licensed by the Maryland Public Service Commission (“MD PSC”) to offer and supply natural gas supply services in Maryland. As a competitive natural gas supplier (“Supplier”), Energy Harbor will supply the natural gas to your Utility based on your usage. Your Utility then delivers the natural gas to you. Energy Harbor sets the supply prices and charges that the customers pay, and Energy Harbor’s price is not regulated by the MD PSC. The MD PSC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Energy Harbor is not affiliated with your Utility.

Eligibility: Any nonresidential retail customer (referred to herein as “Customer”) with annual usage that does not exceed 120,000 therms in its Supplier service area is eligible for this offer from Energy Harbor. Energy Harbor reserves the right to refuse enrollment to any Customer with an outstanding balance.

Basic Service Prices: During the term of this Agreement, you agree to pay Energy Harbor a fixed price for combined natural gas supply and related charges, specified in the Pricing Attachment as the “Natural Gas Supply Price,” which is made part of these Terms and Conditions by reference. That Natural Gas Supply Price does not include applicable state and local taxes and/or Utility charges, which will be billed by the Utility. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. In addition to Energy Harbor’s charges, you will be charged by your Utility for distribution and various other charges.

Length of Agreement: Your service from Energy Harbor will commence with the next available meter reading following the acceptance of the enrollment request by Energy Harbor and the processing of the enrollment by your Utility. Your service will continue until the meter read date for the last month of service as specified in the Pricing Attachment. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, or other service provider, or any change in operating procedure, alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, at least thirty (30) days following the date of the notice, and you will be returned to your Utility unless you select another Supplier. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive at least thirty (30) days prior written notice of the termination, after which you may be returned to your Utility unless you select another Supplier. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for a cancellation/termination fee (if any). You must still pay all Energy Harbor charges through the date you are returned to your Utility or switched to another Supplier for service.

Billing: You will receive a consolidated bill monthly from your Utility for both your Energy Harbor and Utility charges. Energy Harbor does not offer budget billing. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of thirty (30) days written notice. Upon cancellation you will be returned to your Utility unless you select another Supplier. You will remain responsible to pay Energy Harbor for any natural gas used before this Agreement is cancelled and any early termination charges, if applicable. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay Utility charges may result in your natural gas service being disconnected in accordance with the Utility tariff. All applicable taxes shall be listed separately on the monthly bill statement in accordance with the state and local tax law.

Penalties, Fees and Exceptions: If you currently receive service from another Supplier, you may incur early termination fees under your current natural gas supply contract if you switch to service with Energy Harbor prior to the end of that contract. Your Utility may charge you switching fees. If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions: If you terminate this Agreement for any other reason, except as expressly provided herein, or fail to make payment as required by this Agreement, you will be charged any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the natural gas supply price at the time of execution of the applicable Pricing Attachment, less the market value of Customer’s natural gas supply, including such difference for the months remaining in the term as determined at the time of termination using standard industry practices. Energy Harbor in its sole and absolute discretion, without any cause, may terminate this Agreement upon providing you with thirty (30) days’ written notice. In the event the program is terminated, you will be returned to your Utility.

Customer Consent and Information Release Authorization: By choosing to accept this offer from Energy Harbor, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the Utility that includes, but is not limited to:



billing history, payment history, historical and future natural gas usage, meter readings, and characteristics of natural gas service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Consistent with applicable law, Energy Harbor uses uniform income, deposit, and credit requirements in determining whether to offer service to our customers. You hereby authorize Energy Harbor to perform a credit check on you. If you fail to pay your invoices on time, you authorize Energy Harbor to report such failures to one or more credit reporting agencies. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor and subsequent acceptance of the enrollment by your Utility.

Customer Consent to Communications: By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-651-5200. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration / Automatic Renewal: At the end of its term, this Agreement will expire, or at Energy Harbor's option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel the Agreement. If this is a renewal Agreement and you do not affirmatively cancel as outlined in your notice of renewal, then you will automatically renew with Energy Harbor as outlined in your notice of renewal. You will be notified by Energy Harbor at least forty-five (45) calendar days prior to the automatic renewal. The notice of renewal shall include any changes in the material terms and conditions of the Agreement, including price; information regarding how you can terminate the Agreement without the penalty; and information regarding how to access your rate for the next billing cycle. If you terminate this Agreement pursuant to the methods outlined in the notice of renewal without selecting another Supplier, you will be returned to the Utility's Standard Offer Service. You are responsible for arranging your natural gas supply upon the expiration of the Agreement.

Dispute Procedures: You may contact Energy Harbor with any questions or disputes concerning the terms of service by phone at 1-888-651-5200 (toll-free) M-F 8:00 am – 5:00 pm EST or in writing at Energy Harbor, Attn: Contract Administration, 168 East Market Street, Akron, OH 44308. Our web address is www.energyharbor.com. Energy Harbor will investigate your dispute or inquiry and propose a resolution or report the findings of the investigation to you. If your complaint is not resolved after you have called Energy Harbor and/or your Utility, or for general utility information, you may contact the Consumer Affairs Division of the MD PSC for assistance between 9:00 AM and 4:00 PM, Monday through Friday by calling 1-800-492-0474 or TTY at 1-800-753-2258 or visit <https://www.psc.state.md.us/consumers/>.

Force Majeure Termination: Energy Harbor will make commercially reasonable efforts to provide your natural gas service but does not guarantee a continuous supply of natural gas. Certain causes and events are out of Energy Harbor's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Energy Harbor will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, pandemics, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the Utility or other similar circumstances beyond Energy Harbor's reasonable control.

Miscellaneous: You can request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing your Social Security number and/or account number(s) without your written consent except for Energy Harbor's collections and reporting, assigning your contract to another Supplier or except as permitted or required by applicable law. Energy Harbor will not disclose your billing, usage or load data except as permitted by applicable law. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the MD PSC. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility's pipeline system, any interruption of service, termination of service, or deterioration of the Utility's service. **In the event of a gas leak, you should contact your local Utility.** You are responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the Utility if the customer's rate code is changed and the account is no longer eligible for this offer.

Warranty: Energy Harbor warrants title and the right to all natural gas sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.