



Constellation[®]

An Exelon Company

R-249-2017
Contract # 116-2017
copy in file of OMS

**Constellation Energy Gas Choice, LLC
Columbia Gas of Kentucky
Commercial Customer Acknowledgement Form**

I confirm that my sales representative explained that he or she is acting as an agent for Constellation Energy Gas Choice, LLC ("Constellation") and provided me with the following information:

1. I am entering into this Contract (as hereinafter defined) with Constellation and not with Columbia Gas of Kentucky ("COLUMBIA GAS"). COLUMBIA GAS will continue to deliver the gas, read my meter, send me one consolidated bill that will include both the delivery charge from COLUMBIA GAS and the gas purchase charge from Constellation, and provide emergency services.
2. This Contract covers the cost of the natural gas itself. In addition, I will continue to pay regulated delivery costs billed by COLUMBIA GAS and any additional taxes that may be imposed.
3. Constellation will supply natural gas at the fixed price per MCF indicated on the Commercial Natural Gas Supplier Enrollment Form attached hereto. This price will not change for the term of this Contract.
4. I understand that my sales representative is an independent agent for Constellation and does not represent COLUMBIA GAS.
5. If I terminate this Contract more than seven (7) days after the date I sign this Contract, or if I breach this Contract for any other reason, I may incur a cost recovery fee in accordance with this Contract.
6. I will continue to be supplied with natural gas for my business whether or not I sign this Contract. If I choose to remain with COLUMBIA GAS, the price will continue to be set subject to regulatory tariff provisions.
7. This Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form, any welcome letter and the General Terms and Conditions attached hereto are my complete agreement with Constellation (collectively referred to herein as the "Contract"), and the agent has no authority to change or add to our agreement. No oral statements made by the agent are a part of this Contract.
8. Constellation is a registered supplier under COLUMBIA GAS's Customer Choice Program which is subject to ongoing jurisdiction of the Kentucky Public Service Commission ("PSC"). The PSC does not regulate the price of gas or other charges found in this Contract. Information regarding COLUMBIA GAS's Gas Cost Adjustment rate may be found online at <http://www.columbiagasky.com/en/about-us/Prices.aspx>.

Questions? Contact us at (800) 785-4373
Fax document to: (800) 785-7374

I have read and agree to this Commercial Customer Acknowledgement Form.

Please initial here: JG

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Your submission is subject to Constellation's final acceptance of enrollment.

Commercial Natural Gas Supplier Enrollment Form

To: Constellation Energy Gas Choice, LLC

I, LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Please print your name as it appears on your Columbia Gas of Kentucky bill.

acknowledge that I am the account holder, a person legally authorized to execute this Contract on behalf of the account holder. I understand that by signing this Contract, I am switching the gas supplier for this account to Constellation and authorize Constellation to initiate service and begin enrollment and undertake whatever steps necessary to accomplish the switch. I understand that gas purchased for this account by Constellation will be delivered through COLUMBIA GAS's delivery system.

Contact Name (If different from bill): Jim Gray

Service Address: (As it appears on your utility bill): 1276 Eastland Drive

City: Lexington State: KY Zip: 40505

Mailing Address (If different from above): 200 E. MAIN ST. RM 338

City: LEXINGTON State: KY Zip: 40507-1310

Account Number: 129865010226

* Required: Account Number is 12 digits. Please copy from your Columbia Gas of Kentucky bill.

For multiple accounts, please attach a listing of all accounts and check here.

Phone: (859) 258-8023

Email: jgray@lexingtonky.gov

Signature: 

Date: 27-Apr-2017

I have read and agree to the General Terms and Conditions. Please check here.

Your submission is subject to Constellation's final acceptance of enrollment.

I have carefully selected the following option:

The Primary Term of this Contract shall begin on the date set by **Columbia Gas of Kentucky** after my enrollment during the month of August 2017 and shall continue for 35 months at a rate of **\$4.89** per Mcf. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the date set by **Columbia Gas of Kentucky** after my enrollment and shall continue for 35 months at a rate of **\$4.89** per Mcf. It may take up to two billing cycles for service to begin. Constellation is not responsible for any delays in enrollment. At the end of the Primary Term, this Contract will automatically renew on a month to month basis at a Monthly Variable Price as described in the General Terms and Conditions.

Questions? Contact us at (800) 785-4373

Constellation Energy Gas Choice, LLC

By: T.J. Holt – Senior Pricing Director

Date: _____

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General Terms and Conditions

I want Constellation Energy Gas Choice, LLC ("Constellation") to supply my business with all the natural gas I need, subject to the eligibility requirements of my local utility ("Utility" or "Columbia Gas"), acceptance by Constellation, and applicable tariffs authorized by the Federal Energy Regulatory Commission ("FERC"). The Kentucky Public Service Commission ("KPSC") does not regulate the price of natural gas or other charges found in this Contract (as hereinafter defined). I am at least eighteen (18) years old, fully authorized to enter into this agreement and represent and warrant that the natural gas purchased under this Contract will not be used for personal, family or household use. The Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form, any welcome letter and these General Terms and Conditions are my complete agreement with Constellation (collectively referred to herein as this "Contract").

1. **Constellation Services.** Constellation will supply natural gas for my business. Constellation is a retail marketer of natural gas and not my local distribution utility.
2. **Local Utility Services.** My Utility will continue to deliver natural gas to my business, read my meter, send my bill, and make repairs. My Utility will also respond to emergencies and provide other traditional utility services. I understand that I am not required to choose a competitive supplier, and may continue to have the Utility supply my natural gas.
3. **Delivery Point and Taxes.** 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 Mcf, 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.
4. **Term.** Constellation will begin supplying my natural gas on the date set by my Utility after my enrollment and shall continue for the period stated in the Commercial Natural Gas Supplier Enrollment Form (the "Primary Term"), unless this Contract is renewed or terminated pursuant to the terms herein. It may take up to two billing cycles for service to begin. Constellation is not responsible for any delays in enrollment.
5. **Price.** Each month my bill will be calculated by multiplying (i) the price of natural gas per Mcf by (ii) the amount of natural gas used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by my Utility for distribution and other services. This price may be higher or lower than my Utility's price in any given month.
 - a. **Fixed Price.** The price per Mcf for natural gas supplied under this Contract is indicated in the Commercial Natural Gas Supplier Enrollment Form and is guaranteed not to change for the Primary Term.
6. **Renewal.** This Contract will automatically renew unless I notify Constellation that I wish to terminate or Constellation notifies me that the Contract will not be renewed. This Contract will renew on a month to month basis at a Monthly Variable Price. The "Monthly Variable Price" will be a variable price that changes for each calendar month during which Constellation serves my account. The Monthly Variable Price will be set in Constellation's discretion and may vary from month to month based on Constellation's assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and utility pricing. The Monthly Variable Price may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs and a profit margin determined in Constellation's discretion that may vary from month to month.
7. **Termination.** For seven (7) business days after the date I sign this Contract, or initially receive a copy of it (the "Cancellation Period"), I may cancel this Contract without penalty by contacting Constellation at (800) 785-4373. Additionally:
 - a. If I terminate this Contract after the Cancellation Period but prior to expiration of the Primary Term, Constellation may liquidate any natural gas purchases for my account that have not yet been delivered and switch me back to the Utility; and/or require payment of an amount (that Constellation will calculate using its reasonable judgment) equal to the positive difference between (i) the dollar amount I would have paid to Constellation under this Contract had it not been terminated early and (ii) the dollar amount Constellation can resell such natural gas for to a third party under then-current market conditions. I agree that any early termination payment determined in accordance with this Contract is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.
 - b. If the KPSC or Columbia Gas decides to end or change the program under which I buy gas, Constellation may cancel this Contract without penalty.

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- c. If I fail to comply with any of the terms and conditions of this Contract, Constellation may also cancel this Contract if it gives me thirty (30) days prior written notice of its intention to terminate. During the Cancellation Period, I agree to pay for any natural gas Constellation supplies me.
- d. If Columbia Gas removes my account from consolidated billing for any reason, Constellation may either terminate this Contract or bill me directly.
- e. This Contract may be terminated by me or by Constellation upon thirty days written notice during any month to month renewal period.
- f. In all cases, cancellation may take up to two Columbia Gas billing cycles, and while the cancellation is taking place, I am still responsible for paying for the gas I consume.

8. **Contact Information; Dispute Resolution Procedures.** To contact Constellation for any reason, including a problem with a bill, I may call (800) 785-4373, M-F 8 A.M. to 8 P.M. EST, or send a letter to Constellation Energy Gas Choice, LLC, P.O. Box 4911, Houston, Texas 77210-4911, or send an email to feedback@Constellation.com. Constellation will refer all complaints, written or verbal, to a staff member who will acknowledge them promptly and work out a mutually satisfactory resolution. If I am still unhappy, I may contact a supervisor at any time who will respond to me promptly. If there is a problem that cannot be resolved by talking to Constellation, I may write or call either Columbia Gas, 2001 Mercer Road, Lexington KY 40511 (800) 432-9345 or the KPSC, 211 Sower Boulevard, Frankfort, KY 40602, (800) 772-4636

9. **Emergency.** IN AN EMERGENCY I SHOULD IMMEDIATELY CALL COLUMBIA GAS AT (800) 432-9515 AND LOCAL EMERGENCY PERSONNEL AT 911.

10. **Limitation of Liability.** 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 my account(s) 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, third-party 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.

11. **Force Majeure.** If something happens that is beyond Constellation's reasonable control that prevents Constellation from performing its 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.

12. **Information Release Authorization.** Throughout the Primary Term and any renewal terms of this Contract, I authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, 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 credit-reporting agency.

13. **Miscellaneous.** I understand that there may be delays before Columbia Gas switches my account and that Constellation may choose not to accept this Contract for any reason whatsoever. This Contract is our complete agreement. Constellation may assign, subcontract or delegate all or any part of its rights and/or obligations under this Contract, including my payment obligations under this Contract, without notice or my consent. I may not assign any of my rights or obligations under this Contract without Constellation's prior written consent. 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. This Contract is subject to any future legislation, orders, rules regulations or Columbia Gas tariff or policy changes. Any required notice shall be deemed to have been made if mailed to the appropriate party at the last known mailing address. For

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purposes of accounting, both parties accept the quantity, quality and measurement determined by Columbia Gas. Except as provided by law, all taxes due and payable with respect to the customer's obligations under this Contract shall be paid by customer.

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