

**NATURAL GAS SALE AND PURCHASE AGREEMENT  
TERMS AND CONDITIONS (1-16-07)**

**WPS Energy Services, Inc.**, (hereinafter also referred to as the "Seller", and "Us") and Customer (hereinafter also referred to as "You") specifically identified herein on the Enrollment Form, hereto agree, as of the date appearing on the Enrollment Form, as follows:

- 1. Complete Agreement:** This Natural Gas Sale and Purchase Agreement, which includes its Enrollment Form, consisting of Your information, *Pricing Selection, Renewal Terms*, and an indication of Your agreement, and the additional Terms and Conditions herein, contains the entire Agreement between Customer and Seller and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements related to the subject matter of this Agreement.
- 2. Service:** Seller shall deliver the natural gas that You purchase to the Delivery Point, which is your Local Utility and identified on the Enrollment Form. Your Local Utility will distribute the gas to You that You purchase from Seller. If your application is accepted, service will begin on your meter read date no more than 45 days after receipt of your signed Enrollment Form. Switching fees may apply when service is established with Us, but You will not be charged separately by Seller for a switching fee. You have seven (7) business days from enrollment during which You may rescind your contract with Us without penalty. To rescind your enrollment please contact your Local Utility.
- 3. Plan Availability:** There is limited availability for these offers. As a result Seller may not be able to accept all enrollment applications. If Seller receives this Enrollment Form after enrollment in these offers is closed, Seller will contact you, inform you that the chosen plan is no longer available, and provide you with the opportunity to enroll under any then-available pricing plan
- 4. Price:** *Year Round Price and Winter Price:* If You are served by Seller on a Year Round Price or Winter Price your monthly price for natural gas supply will remain the same for the Initial Term of the agreement. *Variable and Quarterly Price:* If you selected the Variable Price, your price will vary monthly. The Quarterly Price will vary quarterly. *Other Charges:* All of our Pricing Selections include all gas cost charges to the burnertip, including some pass-through charges from the Local Utility. If any of the pass-through charges from the Local Utility increase, your price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Variable, Year Round, Quarterly, or Winter Price that You selected. None of our Pricing Selections include applicable state and local taxes. Also, the utility service and delivery charges will be billed by your Local Utility as separate line items.
- 5. Billing:** You will continue to receive your gas bill from your Local Utility. Your Local Utility bills its customers monthly based on billing cycles and it may assess late payment fees according to the applicable tariff. Seller will not assess late fees. The Local Utility takes all responsibility for collections. Your Local Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days notice. Seller will not request a deposit or investigate your credit history to establish service.
- 6. Terminating Service:** You have the right to terminate this Agreement without penalty at any time if You move or if You are served on the Variable or Quarterly Price. This Agreement will automatically terminate if your requested service location is not served by the incumbent utility, if the Local Utility indicates You are not eligible for the program, if your Enrollment Form is received after your selected price is no longer available, or if your service is returned to the Local Utility for non-payment. If You are served under a Year Round Price or Winter Price, then Seller reserves the right to charge a \$25 early termination fee for terminations after the rescission period for reasons other than those listed above. If You choose to return to the Local Utility, You may be charged a price by the Local Utility other than its GCR rate. To terminate this Agreement You can call our toll free number, **1-888-367-4493**, or visit our website at [www.wpsenergy.com/ohio](http://www.wpsenergy.com/ohio)
- 7. Information:** Seller will not release your social security number(s) and/or account number(s) without affirmative written consent from You. You have the right to request up to 24 months of payment history from Seller without charge. Any requests for payment history must be in writing signed by Customer.
- 8. Questions, Complaints and Concerns:** If you have a question, concern, or complaint you may contact us 24 hours per day, 7 days per week at 1-888-367-4493. We will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If your questions are not resolved after you have called Us, customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 A.M. to 5:00 P.M. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov) or as otherwise specified by the commission.
- 9. Assignment:** This Agreement may be assigned by Seller to any third party who is a PUCO approved marketer of the Choice program offered by the Local Utility that serves You.
- 10. Regulatory/Legal Contingency:** This Agreement is governed by the Law of the State of Ohio. The Choice program is under the ongoing jurisdiction of the Public Utilities Commission of Ohio. If the program is no longer available due to a change in regulation, tariff, or law, this Agreement will terminate without penalty to either Customer or Seller.
- 11. Failure By Local Utility:** Seller is not responsible for any loss associated with Local Utility's failure to distribute natural gas to Customer. In addition, Seller is not responsible for loss associated with the Local Utility's failure to process enrollment in a timely manner.
- 12. Taxes:** Customer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax and shall reimburse Seller if Seller is required to remit such taxes in connection with this Agreement.
- 13. ALL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.**



# Enrollment Form Natural Gas Purchase and Sale Agreement

6797 North High Street, Ste 314 Worthington, OH 43085  
Telephone: 1-888-367-4493 Fax: 1-614-844-4306  
www.wpsenergy.com/ohio

- Complete Form
- Choose Pricing Selection
- Sign Form and Return to us via fax or mail

Please select one:

- Residential Service
- Commercial Service

Name: (same as on your Local Utility bill)	
Service Address:	
City, State, Zip	
Mailing Address: (if different from above)	
Daytime Phone Number	
Local Utility (Delivery Point)	<b>Dominion East Ohio Gas</b>
Gas Utility Account No.	

### PRICING SELECTION:

- Annual Fixed Year Round Rate:** Under the Fixed Year Round Rate, your price is **\$9.875** per MCF from the effective date of your switch to our service through MARCH 2008 utility billing cycle.
- 1 YEAR CAPPED PRICE THRU MARCH 2007:** *Not to exceed \$12.00 per MCF plus sales tax* from the date of your first billing through March 2007 billing. The capped price will be reduced on a monthly basis based on market prices.
- Quarterly Price:** The price for your gas commodity is set each calendar quarter, and shall appear on your monthly bill in dollars per MCF. A new rate will apply each quarter and shall be posted on our website at www.wpsenergy.com. The initial term is for one year from the effective date of your switch to our service
- FIXED PRICE WINTER/VARIABLE SUMMER PRICE:** For the billing months of December through May your rate will be a fixed price per mcf. For billing months of June through November your rate will be a variable rate based on market prices.
- Supply Management/Monthly Variable:** Beginning November 2006 the monthly variable price will be calculated using the **NYMEX close each month plus \$1.320 plus sales tax**. Your price will be presented on your monthly bill in dollars per MCF. Under the Variable Price, this Agreement is effective for one year from the effective date of your switch to our service.

**Renewals:** No less than forty-five (45) days and no more than ninety (90) days prior to the end of the Initial Term of this Agreement, Seller shall notify Customer of its right to terminate the service without penalty, or to renew its service, including any changes in the Terms and Conditions that apply to service under renewal. Service shall continue after the Initial Term under the Terms and Conditions of the renewal, unless service is terminated by Customer.

By signing below, You are agreeing to the purchase of natural gas supply under the Terms and Conditions of the Natural Gas Sale and Purchase Agreement, consisting of this Enrollment Form and the terms on the reverse. You understand and agree to these terms and agree to participate in the Choice program established by your Local Utility. In addition you permit Seller to obtain your historical and current gas use data from your Local Utility.

Customer Name \_\_\_\_\_

Date \_\_\_\_\_