



Natural Gas Enrollment Form

6797 North High Street, Ste 314 Worthington, OH 43085
Telephone: 1-888-367-4493 Fax: 1-614-825-8966
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)	DOMINION East Ohio Gas
Gas Utility Account No.	

PRICING SELECTION: INTRODUCING OUR NEWEST PRICING ALTERNATIVE!!

- Quarterly Price:** The price for your gas commodity is set each calendar quarter, and shall appear on your monthly bill in dollars per MCF. The quarterly rate for Oct 04 – Dec 04 shall be **\$8.24 per MCF plus sales tax**. A new rate will apply each quarter thereafter and shall be posted on our website www.wpsenergy.com/ohio. This Agreement is effective from the effective date of your switch to our service through _____ (“Initial Term”). **LIMITED INTRODUCTORY OFFER: Sign Up Today and we will provide you service in August and September 2004 at \$7.05 / MCF plus sales tax.**
- Winter Price & Variable Summer Price:** Under this seasonal pricing structure, you are able to take the Variable Price, described above for the summer months (May through October). In late summer you will be notified of the Winter Price for the months of November through April. At that time you can choose to accept the Winter Price, remain on a Variable Price, switch to an available Year Round Price or Quarterly Price, or return to the Local Utility service.
- Variable Price:** Under the Variable Pricing selection, Seller will manage your natural gas price. That price will vary monthly based on the natural gas market, as adjusted for forward purchases, storage management, and the cost of transportation. Your price will be presented on your monthly bill in dollars per MCF. Under the Variable Price, this Agreement is effective from the effective date of your switch to our service through _____ (“Initial Term”). Customer may elect to enroll in the then available Year Round, Quarterly, or Winter Price program at anytime by completing a new enrollment form indicating that Pricing Selection.

Renewals: No less than sixty (60) 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 presented on the reverse of this page and on the Enrollment Form above. 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

**NATURAL GAS SALE AND PURCHASE AGREEMENT
TERMS AND CONDITIONS (ver. 07-04)**

WPS Energy Services, Inc., (hereinafter also referred to as the "Seller", and "Us") and Customer, which is specifically identified on the reverse, (hereinafter also referred to as "You") hereto agree as of the date appearing on the reverse to the terms and conditions of this Natural Gas Sale and Purchase Agreement (the "Agreement") as follows:

Seller shall deliver the natural gas that You purchase to the Delivery Point, which is your Local Utility and identified on the reverse. Your Local Utility will distribute the gas to You that You purchase from Seller.

1. Establishing Service: 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.

2. 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.

3. 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.

4. Terminating Service: You have the right to terminate this Agreement without penalty at any time if You are served on the Variable or Quarterly Price. This Agreement will automatically terminate if You move, 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

5. 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.

6. 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 or as otherwise specified by the commission. In addition, residential customers may call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 A.M. to 5:30 P.M. weekdays, or visit the OCC website at www.pickocc.org or as otherwise specified by the OCC.

7. 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.

8. 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.

9. 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.

10. Taxes: Customer is responsible for all sales, use, and revenue taxes assessed at and after the Delivery Point.

11. 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.

12. 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.

13. Complete Agreement: This document, including the Enrollment Form information on the reverse, and the Terms and Conditions above 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.