



Gas Customer Choice Contract Residential and Small Commercial Terms and Conditions of Service

By receiving natural gas supply service from Grand Rapids EnergySM, an Alternative Gas Supplier (AGS) licensed by the Michigan Public Service Commission (MPSC), you are agreeing to be bound by the terms and conditions of service set forth below, including provisions regarding Binding Arbitration, and in your confirmation letter and other enrollment correspondence (collectively, your “contract”).

Natural Gas Service – You must be at least 18 years old and the account holder or a legally authorized person to execute a contract on behalf of the account holder to establish an account with Grand Rapids Energy. After your successful enrollment Grand Rapids Energy will supply your natural gas under this contract, beginning with the first bill issued by your utility on behalf of Grand Rapids Energy until your service is cancelled by you. Grand Rapids Energy is not responsible for utility delays in processing your enrollment request. The utility will deliver the natural gas you purchase from Grand Rapids Energy to your premises, read your meter, provide emergency services, and issue your monthly bill. The utility will charge you separately for all services on one bill.

Grand Rapids Energy Price Plans – Your price is specified in your confirmation letter. Grand Rapids Energy’s price plans fall into two categories – variable and fixed rate contracts. Grand Rapids Energy’s prices are not regulated by the MPSC. Sales tax and utility distribution and other charges are not included in the price. As the utility bills you according to the utility’s meter reading cycles, the timing of meter reading cycles could result in your receiving billing for service under this contract after the completion of this contract term for gas supply provided to you by Grand Rapids Energy.

Grand Rapids Energy may from time to time offer promotional or discounted prices.

Variable Plans: Under a variable price plan, gas service is billed on a month-to-month basis at a price of natural gas that may change or remain the same based on market conditions. Many factors influence retail natural gas pricing, including wholesale gas costs, which are impacted by the weather; general market conditions; transportation costs; operating expenses; and other factors. Grand Rapids Energy sets its prices each month based on the most current information available, including, but not limited to, the NYMEX monthly contract price for that month. Grand Rapids Energy cannot predict what its customers will pay for gas in the future. However, as an example, assume Grand Rapids Energy acquires gas at \$4.00 per Mcf plus an adder (based on the foregoing factors), which can fluctuate monthly. If Grand Rapids Energy acquires gas at \$4.00 and the adder is \$0.99, the cost to you would be \$4.99 per Mcf. If for any given month the adder is \$1.99, the cost to you would be \$5.99 per Mcf. As a condition of this agreement, you acknowledge that the specific cost of gas and adders used in this paragraph are for illustrative purpose only, and do not necessarily reflect the actual cost of gas and adders during the term of your contract. The price on a variable contract may be higher or lower than on a fixed contract. Under a variable contract, you may switch to another Grand Rapids Energy price plan for which you qualify at any time at no additional charge. You may cancel service under a variable contract at any time.

Fixed Plans: Under a fixed price plan, customers are charged a fixed price during the term of the contract. When you select a fixed price contract, you commit to remain with Grand Rapids Energy at the same price for the term of your contract at your current premises. If you move to an area not

served by the utility or Grand Rapids Energy, your fixed contract will automatically terminate without additional charges.

The price used to calculate your Grand Rapids Energy gas charge for the full length of your contract will be Grand Rapids Energy's fixed price in effect at the time you sign your fixed contract. The price on a fixed contract may be higher or lower than on a variable contract.

For new customers, your fixed price contract begins on your effective date as established by the utility and continues for the period specified in your confirmation letter. For existing Grand Rapids Energy customers choosing a fixed price plan, your contract is effective upon the utility's acceptance of your price plan change request and continues thereafter for the selected period.

Upon expiration of your initial fixed price contract, it will **continue on a month-to-month** variable rate basis cancelable at anytime without an early termination charge. Grand Rapids Energy will send notice of renewal at least 60 calendar days prior to such continuation. Should you choose to return to the utility, you must remain for 12 months.

12 Month Fixed Price Plan:

Grand Rapids Energy may assess you an early termination charge of \$50 for residential customers or \$150 for commercial customers if you terminate your contract six months or more prior to its scheduled expiration date, or \$25 for residential customers or \$75 for commercial customers if you terminate your contract fewer than six months prior to its scheduled expiration date. Such charge is intended to compensate Grand Rapids Energy for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price plan.

6 Month Fixed Price Plan or Winter Fixed Price Plan:

If you terminate your contract prior to its scheduled expiration, Grand Rapids Energy may assess you an early termination charge of \$25 for residential customers or \$75 for commercial customers. Such charge is intended to compensate Grand Rapids Energy for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price contract.

Billing/Collections – Your Grand Rapids Energy gas charges will be billed by the utility based on your price plan, along with the utility's charges for its services. By enrolling with Grand Rapids Energy for gas service and entering into this contract, you agree to pay Grand Rapids Energy's charges in accordance with the utility's payment procedures. If you do not pay your bills in accordance with those payment procedures, then the utility's service may be terminated in accordance with the utility's tariffs and MPSC regulations, in which case your Grand Rapids Energy service also will be terminated. If that occurs, you are required to pay the balance owed, including any applicable early termination charges billed by Grand Rapids Energy. You acknowledge that your billing and payment information may be provided to Grand Rapids Energy by the utility.

Customer Service/Dispute Procedures – Grand Rapids Energy is not responsible for resolving disputes with the utility. However, if you have questions concerning your Grand Rapids Energy service, you may call Grand Rapids Energy toll-free at 1-800-841-1541, Monday-Friday from 8 a.m. to 5 p.m. ET, excluding national holidays. You also may contact Grand Rapids Energy by mail at 400 Renaissance Center, Suite 2600, Detroit, MI 48243 or by e-mail at customerservice@grandrapidsenergy.com. In the event of a dispute with Grand Rapids Energy, you first should contact a Grand Rapids Energy customer service representative. If your complaint is not resolved, you may contact Grand Rapids Energy's customer care center and ask for a customer service supervisor. You must pay your bill in full, except for the specific disputed amount, during the pendency of the dispute. If you are still not satisfied with the resolution provided by Grand Rapids Energy, you may contact the Michigan Public Service Commission at 1-800-292-9555, or through its website, www.michigan.gov/mpsc.

Right of Rescission – You may rescind this contract without an early termination charge within thirty (30) days following the date you signed the contract by contacting Grand Rapids Energy toll-free at 1-800-841-1541, or writing to us at 400 Renaissance Center, Suite 2600, Detroit, MI 48243. Your rescission will be processed according to the utility’s de-enrollment timeline.

Contract Cancellation/Termination –Grand Rapids Energy may terminate this contract by providing 60 days’ prior notice to you. You may cancel in writing or by calling Grand Rapids Energy at 1-800-841-1541. Depending on the utility’s cancellation procedures, it may take up to 60 days for your account to be returned to the utility. You acknowledge that you are liable for all Grand Rapids Energy supply charges until your switch to the utility or another supplier is effective or you discontinue natural gas service. You may change suppliers one time in any 12-month period at no cost to you, a utility fee of \$10.00 is required for each additional change of supplier within the same 12-month period. The Binding Arbitration provisions of this contract shall survive termination of this contract or of your gas service.

If you terminate a fixed price contract prior to its scheduled expiration, early termination charges may apply as described under “Fixed Plans” above. Termination of your fixed contract will occur automatically if any of the following occurs: (i) you change your natural gas provider at your current premises; (ii) your service is disconnected for nonpayment; or (iii) you voluntarily discontinue the contract or disconnect your service.

Information Release Authorization/Privacy Policy – As a Grand Rapids Energy customer, you authorize Grand Rapids Energy to obtain and review information regarding your credit history from credit reporting agencies and information from the utility that includes, but is not limited to, your account number, billing information, consumption history, usage and payment history. This information may be used by Grand Rapids Energy to determine whether it will commence and/or continue to provide your natural gas supply service and will not be disclosed to a third party, except for the sole purpose of facilitating billing, bill collection or credit reporting or as otherwise required by law. Your acceptance of this contract will constitute authorization for the release of this information to, and use of this information by, Grand Rapids Energy in accordance with the foregoing. This authorization will remain in effect during the term of this contract, including any continuation period. You may rescind this authorization at any time by providing written notice to Grand Rapids Energy or calling Grand Rapids Energy toll-free at 1-800-841-1541. Grand Rapids Energy reserves the right to cancel this contract in the event you rescind this authorization. Grand Rapids Energy will maintain a record of your consent for release of your information from the utility for at least 180 days from the expiration or rescission of your consent.

Consumer Protection – You may obtain additional information relevant to your service by contacting Grand Rapids Energy toll-free at 1-800-841-1541 or the MPSC at 1-800-292-9555, through its website, www.michigan.gov/mpsc.

Entire Agreement – This contract, including any enrollment forms and applicable attachments, as written, makes up the entire agreement between you and Grand Rapids Energy. Grand Rapids Energy will notify you at least 60 days prior to the effective date of material changes to this contract. Unless you notify Grand Rapids Energy that you intend to terminate your contract, the contract will continue on a month to month basis cancelable at any time. Both parties may mutually agree to amend the contract in writing. **GRAND RAPIDS ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND GRAND RAPIDS ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**

Regulatory Changes – This contract is subject to present and future legislation, orders, rules, regulations and decisions of any duly constituted governmental authority having jurisdiction over

this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, or pricing structure whereby Grand Rapids Energy is prevented or prohibited from carrying out the terms of this contract, then at its sole discretion Grand Rapids Energy will have the right to amend or cancel this contract on not less than 60 days' notice to you.

Extraordinary Events – If an event occurs that delays or makes it impossible for Grand Rapids Energy to perform under this contract, such as an act of God, extraordinary weather occurrence, a facility outage on the utility system or interstate pipeline systems, a failure to perform by the utility, war, civil disturbance, or national emergency, performance under this contract by Grand Rapids Energy will be excused for the duration of the event. Under such conditions, Grand Rapids Energy may elect to discontinue service immediately, without notice.

Measurement – You and Grand Rapids Energy agree to accept for purposes of accounting for quantity, quality and measurement, the foregoing as they are reported by the utility.

Assignment – You may not assign your interests in and obligations under this contract without the express written consent of Grand Rapids Energy. Grand Rapids Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof in connection with any financial agreement and may assign this contract to another AGS licensed by the MPSC.

Limitation of Liability – **Grand Rapids Energy is not responsible for any losses or damages resulting from any actions or policies of, or associated with, the utility, including interruption of service, termination of service, defective service, or operation and maintenance of the utility's system, nor is Grand Rapids Energy responsible for damages sought because of in-home or building damage. The remedy in any claim by you against Grand Rapids Energy will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived by you. In no event will either Grand Rapids Energy or you be liable for consequential, incidental, indirect, special, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this contract.**

Emergency Service – **In the event of a gas leak, service interruption or other emergency, Grand Rapids Energy customers should immediately call their utility (DTE Gas Company f/k/a MichCon, 1-800.947.5000; Consumers Energy, 1-800-477-5050) and emergency personnel.**

Binding Arbitration – You and Grand Rapids Energy agree that any and all disputes, controversies and claims (“Dispute(s)”) arising out of or related to this contract or to your gas service from Grand Rapids Energy that cannot be resolved through the Customer Service/Dispute Procedures described above will be resolved through binding arbitration by the American Arbitration Association (“AAA”). Arbitration means that you and Grand Rapids Energy will have a fair hearing before a neutral arbitrator instead of in a court with a judge or jury, except for certain small claims discussed below. The decision of the arbitrator will be final and binding, and the arbitrator's award may be confirmed and entered as a judgment by any court of competent jurisdiction. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes of the AAA, as modified by this contract. **Nothing in this section limits your right to file a complaint or seek a formal hearing with the Michigan Public Service Commission.**

You can initiate arbitration by filing a [Claim Form](#) with the AAA and by sending a copy of the Claim Form to Grand Rapids Energy at P.O. Box 78760, Atlanta, GA 30357. The Claim Form is available on the AAA website, www.adr.org, on the Grand Rapids Energy website, www.grandrapidsenergy.com, or by calling Grand Rapids Energy at 1-800-841-1541. You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing

Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08043, with a copy to Grand Rapids Energy. You do not need to send payment to the AAA, Grand Rapids Energy will pay the filing fee upon receipt of a copy of the Claim Form.

The arbitration shall be conducted by a single arbitrator who shall be mutually agreed upon by the parties; provided, however, that if the parties are unable to agree then the arbitrator shall be selected by the AAA in accord with its rules. The arbitration will take place in the county where you are billed or in a mutually agreed location. If the amount of the claim is \$10,000 or less, you may choose whether the arbitration takes place in person, by telephone, or on written submissions. If the amount of the claim is more than \$10,000, the type of hearing shall be determined by the AAA rules. The arbitrator will make his/her decision in writing, but need not provide a statement of reasons unless requested by either party, in which event the arbitrator will provide a concise statement of the essential findings and conclusions on which the award is based.

Grand Rapids Energy will pay all arbitration filing fees and arbitrator's costs. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, attorney's fees (if you choose to be represented by an attorney) and expert witness fees. You shall not be required to reimburse Grand Rapids Energy for the filing fees and arbitration costs paid by it unless the arbitrator determines that your claim was frivolous. Notwithstanding anything to the contrary in this arbitration provision, Grand Rapids Energy will pay all fees and costs that it is required by law to pay, including payment of your attorney's fees and litigation costs if required by applicable law. In addition, if the arbitration award is greater than Grand Rapids Energy's last settlement offer or if Grand Rapids Energy did not make a settlement offer, Grand Rapids Energy will pay twice the amount of your attorney's fees, reimburse the expenses reasonably incurred by your attorney in pursuing your claim and a \$7,500 minimum recovery; provided, however, that you may not recover duplicative awards of attorney's fees and expenses. Although under some laws Grand Rapids Energy may have the right to an award of attorney's fees and expenses if it prevails, Grand Rapids Energy agrees not to seek such an award.

Both you and Grand Rapids Energy expressly waive the right to bring a class action claim. All parties to the arbitration must be individually named. There shall be no right or authority for any claims to be arbitrated or litigated on a class action or consolidated basis or on bases involving claims brought in a representative capacity on behalf of the general public (such as a private attorney general), other recipients of gas service from Grand Rapids Energy, or other persons similarly situated.

You and Grand Rapids Energy agree that where the amount at issue is a small claim within the jurisdiction of the District Court and is an individual and not a class action claim, you or Grand Rapids Energy may elect to proceed in that court.

Choice of Law and Venue – This contract shall be construed under and shall be governed by the laws of the State of Michigan without regard to the application of its conflicts of law principles, except that the Federal Arbitration Act shall govern the arbitrability and the arbitration of all Disputes. Venue for any lawsuit brought to enforce any term or condition of this contract or to construe the terms hereof shall lie exclusively in the State of Michigan, including in a United States District Court in Michigan having jurisdiction over the case.

Residential: I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder. I understand that by signing this contract, I am switching the gas supplier for this account to Grand Rapids Energy. I understand that gas purchased for this account by Grand Rapids Energy will be delivered through the utility's delivery system. The account holder, or person who signed this contract on behalf of the account holder, has 30 days after today to cancel this contract for any reason through written or verbal notification to Grand Rapids Energy.

Small Commercial (500 Mcf or Less): I acknowledge that I am the account holder or Legally Authorized Person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to Grand Rapids Energy. I understand that gas purchased for this commercial account by Grand Rapids Energy will be delivered through the utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 30-days after today to cancel this contract for any reason through written or verbal notification to Grand Rapids Energy.

IN WITNESS WHEREOF, Customer and Grand Rapids Energy have caused this Contract to be executed as of the _____ day of _____, 20__ or as of the date noted above.

For: Grand Rapids Energy

For: Customer

By: _____

By: _____

Title: _____

Title: _____

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