

# Maryland Contract Summary

<b>Gas Supplier Information</b>	Constellation NewEnergy - Gas Division, LLC, License Number IR-655. We can be reached by email at home@constellation.com, by telephone at (855) 465-1244, or by mail at Constellation, PO Box 4911, Houston, TX 77210. Our website is www.constellation.com
<b>Price Structure</b>	Fixed Rate except for taxes and utility charges
<b>Supply Price</b>	89.90¢/Therm
<b>Statement Regarding Savings</b>	The supply price may not always provide a savings.
<b>Incentives</b>	N/A
<b>Contract Start Date</b>	The initial term of the Contract will begin at the next meter read date after the Utility processes your enrollment
<b>Contract Term/Length</b>	The initial term of the Contract will continue for 36 months from the Contract Start Date.
<b>Rescission</b>	If you are a customer who entered into this contract through a door-to-door sales representative at your residence, the Maryland Door-to-Door Sales Act provides you the right to rescind the contract before midnight of the third business day after both parties signed the contract and you received the notice of cancellation.
<b>90 Day Guarantee</b>	You may terminate this Contract without incurring an early termination fee within ninety (90) days after entering into it (the "Guarantee Period") by notifying the Utility that you would like to return to Utility service. You must also notify Constellation in writing or by calling our customer care center at (855) 465-1244. Upon your termination of this Contract during the Guarantee Period, we will return you to being supplied by the Utility at your next available meter read date and you will remain responsible for payment for natural gas and related costs and charges incurred under this Contract through such meter read date. Any incentives we may offer in connection with you entering into this Contract will be provided to you after the Guarantee Period has expired without you terminating our Contract.
<b>Cancellation/Early Termination Fees</b>	<b>You WILL incur an early termination fee of \$150.00, if you terminate this Contract early for any reason other than those outlined below.</b>  You will not incur an early termination fee if: (1) you terminate this Contract within the Guarantee Period, or (2) you terminate this Contract because you changed your residence and are no longer eligible for service under your Utility's residential gas rate classes.
<b>Renewal Terms</b>	You will receive one renewal notice at least 45 days prior to the end of the initial term and each subsequent renewal term. This renewal notice will explain your renewal offer for a renewal price and term. You may cancel the renewal offer by notifying us. If you do not reply, we will continue to serve you at the renewal price for the renewal term.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.

# Constellation NewEnergy - Gas Division, LLC

## Terms & Conditions

### MARYLAND NATURAL GAS SUPPLIER LICENSE NUMBER: IR-655

**Purchase of Natural Gas Supply Service.** Constellation NewEnergy - Gas Division, LLC ("Constellation") agrees to sell, and you agree to buy, your full requirements of natural gas supply for your home at the price and on the terms and conditions specified herein and in your Enrollment Form, Welcome Letter or any renewal notice (collectively, the "Contract"). Price and other terms of this Contract are subject to change as provided in the "Renewal" and "Change in Law" sections below. The price charged for natural gas supply service under this Contract is reflective of competitive market conditions and not utility cost of service proceedings and does not include any applicable taxes or local distribution company fees or charges, which will be charged by my local utility (the "Utility"). Constellation's obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a Utility distribution customer throughout the term. Constellation reserves the right to revoke its natural gas supply offer at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has signed this Contract. The words "we", "us" and "our" refer to Constellation.

**Price.** Constellation offers different pricing plans.

- **Fixed Price.** If you have chosen a fixed price ("Fixed Price"), your price is  $\phi$ /Therm and is guaranteed not to change, unless as otherwise provided below, during the Initial Term.

**Additional Price Terms.** All prices are only for the natural gas provided by Constellation to you. This price does not include any tax or Utility fee or charge. Constellation's prices are not regulated by the Maryland Public Service Commission.

**Term.** The initial term of the Contract will begin at the next meter read date after the Utility processes your enrollment and will continue for the term indicated on your Contract Summary (the "Initial Term"). After the Initial Term, this Contract will automatically renew for additional month-to-month renewal terms until terminated by Constellation or you as provided in the "Termination" section below. You will receive one 45-day renewal notice prior to the end of the initial term and each renewal term.

**Guarantee Period for Residential Customers.** If you have chosen a Fixed Price, you may terminate this Contract without incurring an early termination fee within ninety (90) days after entering into it (the "Guarantee Period") by notifying the Utility that you would like to return to Utility service. You must also notify us in writing or by calling our customer care center at (855) 465-1244. Upon your termination of this Contract during the Guarantee Period, we will return you to being supplied by the Utility at your next available meter read date and you will remain responsible for payment for natural gas and related costs and charges incurred under this Contract through such meter read date. Any incentives we may offer in connection with you entering into this Contract will be provided to you after the Guarantee Period has expired without you terminating our Contract.

**Renewal.** The price and other terms and conditions herein will continue in effect during any renewal term unless Constellation provides a new price or new terms and conditions in writing at least forty-five (45) days before such renewal term begins. This Contract shall be automatically renewed with the revised terms and conditions (including any updated pricing) unless you cancel the renewal by notifying Constellation, and in such case this Contract will terminate at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date but we will not assess a termination fee.

**Billing and Payment.** The cost of your natural gas supply service will be included on your bill from the Utility, and is due and payable when your Utility bill is due at the billing address provided in your Utility bill. You will be invoiced for Constellation's charges under this Contract at the applicable price set forth in the "Price" section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the "Renewal" section above) multiplied by your natural gas usage as measured by the Utility in therms during the applicable billing period. Your bill will include all applicable state, local, and use taxes. You agree and acknowledge that the Utility may provide Constellation your billing and payment information. You further agree to accept the measurements as determined by the Utility for purposes of accounting for the amount of power and energy services provided by us under this Contract. If the Utility is unable to read your meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the Utility accepting our enrollment of your account for consolidated billing by the Utility. If you are not eligible for consolidated billing, you need to remedy that restriction with the Utility before we can serve you. Should the Utility cease billing you and/or commence billing us for any charges relating to you, we will bill to you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to transport the natural gas to your home or business, from the Utility consistent with its filed tariffs. You are responsible for paying any new or increased taxes imposed on us or you regarding transportation of the natural gas during the term of this Contract. We will notify you if any new or increased taxes are imposed. Constellation reserves the right to change billing methods.

**Late Fees.** Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the Utility's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorneys' fees and returned check charges.

**Credit.** Constellation reserves the right to determine if your credit standing is satisfactory for originating natural gas supply service under this Contract. Consistent with applicable law, Constellation uses uniform income and credit requirements in determining whether to offer service to our customers.

**Termination.** Constellation may terminate this Contract upon fourteen (14) days written notice due to nonpayment by you or upon forty-five (45) days written notice effective as of the end of the then-current term for any reason, in which case the Contract will not automatically renew. Constellation may also terminate this Contract upon forty-five (45) days of notice if due to a change in law or other act beyond our reasonable control, including without limitation the termination of your Utility's choice program, we are no longer able to serve you. You may switch to another supplier at any time and you may terminate this Contract for any reason by notifying us. HOWEVER, IF YOU SWITCH TO ANOTHER SUPPLIER OR TERMINATE THIS CONTRACT BEFORE THE END OF THE INITIAL TERM, YOU MAY BE CHARGED A TERMINATION FEE. IF YOU ARE A RESIDENTIAL CUSTOMER OR A SMALL BUSINESS CUSTOMER THAT CONSUMES LESS THAN 3,000 THERMS PER YEAR AND YOU HAVE SELECTED A FIXED PRICE, YOUR TERMINATION FEE WILL BE \$150. IF YOU ARE A NON-RESIDENTIAL CUSTOMER THAT CONSUMES MORE THAN 3,000 THERMS PER YEAR AND HAVE SELECTED A FIXED PRICE, YOUR TERMINATION FEE WILL BE EQUAL TO THE VOLUME OF GAS YOU WOULD HAVE CONSUMED DURING THE REMAINDER OF THE INITIAL TERM IF THE CONTRACT HADN'T BEEN TERMINATED EARLY MULTIPLIED BY THE POSITIVE DIFFERENCE, IF ANY, BETWEEN YOUR PRICE SET FORTH IN THE CONTRACT AND THE PRICE AT WHICH CONSTELLATION CAN SELL SUCH GAS AT THE TIME THE CONTRACT IS TERMINATED. IF YOU HAVE SELECTED A MONTHLY VARIABLE PRICE AND HAVE NOT CONVERTED TO A FIXED PRICE, YOU WILL NOT BE CHARGED A TERMINATION FEE. IF YOU ARE A RESIDENTIAL CUSTOMER, THIS EARLY TERMINATION FEE WILL BE WAIVED IF YOU TERMINATION WITHIN THE GUARANTEE PERIOD OR IF TERMINATION IS DUE TO A CHANGE OF RESIDENCE. Upon any termination of this Contract, you will return to receiving standard offer service from the Utility unless you have selected another supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for any unpaid balance as of the termination date plus any applicable termination fee. The delivery of natural gas to you cannot be terminated or interrupted by the Utility as a result of any dispute between Constellation and you but may be terminated by the Utility for nonpayment of Utility charges in accordance with applicable law. If the Utility purchases the receivables hereunder, such receivables become Utility charges for purposes of termination of service.

**Assignment, Address Change.** Constellation may assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including receivables

hereunder, without your consent. You may not assign any of your rights or obligations under this Contract without our prior written consent. You must notify us forty-five (45) days in advance of your move if you plan to move. If you move within the Utility's service area our Contract will terminate and you will be required to return to Utility service for at least one month for service at your new address after which period we would welcome the opportunity to serve you under a new Contract at your new address. You will be responsible for paying for all natural gas supplied to your old address until the date this Contract is terminated in accordance with its terms.

**Change in Law.** Constellation may pass through or allocate, as the case may be, to you any increase in Constellation's costs related to the natural gas and related products and services to be sold to you that results from the implementation of new, or changes (including changes to pipeline or Utility transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or pipeline business practices or protocol, Utility or pipeline tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Any such increase may be reflected as an increased price or as a separate line item or invoice. We will send you a written notice prior to the implementation of any changes in this Agreement. If there is a Change in Law which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement.

**Information Release Authorization.** Throughout the term, you 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, historical and future natural gas usage, meter readings, and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. You also authorize Constellation to obtain from the Utility your standard offer service type, rate classification, and characteristics of natural gas supply service; provided, however, that you may rescind such authorization at any time by contacting Constellation at the contact number provided below. You authorize Constellation to release such information to third parties that need to know such information in connection with your natural gas supply service and to Constellation's affiliates and subcontractors.

**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 therms, 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.

**Dispute Resolution; Class Action and Jury Trial Waiver.** CONSTELLATION HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH CONSTELLATION AND YOU. BOTH YOU AND CONSTELLATION AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN CONSTELLATION (INCLUDING OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND ASSIGNS) ONLY BY ARBITRATION OR BY AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF TO YOU AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. BOTH YOU AND CONSTELLATION ALSO AGREE THAT:

- A) The federal arbitration act applies to this Agreement and governs any arbitration between you and Constellation. Prior to initiating any arbitration, you and Constellation both agree to try to resolve any dispute informally. To initiate informal dispute resolution, contact our customer care department at 1-855-465-1244. Constellation will assign someone to attempt to resolve the dispute.
- B) If the dispute is unable to be resolved informally within ninety (90) days after the Party raising it informed the other in writing of the nature and basis of the dispute and made a written demand ("Demand"), either Party may seek formal arbitration. Any arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement and all issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. This dispute resolution provision does not preclude you from bringing any issues you may have to the attention of any governmental authorities.
- C) YOU AND CONSTELLATION BOTH AGREE THAT THIS AGREEMENT DOES NOT ALLOW CLASS ACTIONS IN COURT OR CLASS ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD ALLOW SUCH PROCEDURES. RELIEF MAY BE AWARDED ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE PARTY'S INDIVIDUAL CLAIM. IF FOR SOME REASON, THE CLASS ACTION WAIVER IS UNENFORCEABLE THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
- D) Any arbitration hearings will take place in the county of your billing address. If you are unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to \$10,000, Constellation will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules. In addition, for claims less than \$10,000, any arbitration hearing may be held telephonically.
- E) If the arbitrator issues you an award that is greater than the value of our last written settlement offer made prior to an arbitration hearing, then Constellation will pay you three times the amount of the award; and your attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing your claim in arbitration. If the award in your favor is lower than our offer Constellation will only pay you the amount of the award. Any arbitration award will be final and binding and judgment confirming the award shall apply only to the specific case to enforce the award in that case.
- F) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND CONSTELLATION BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This dispute resolution provision shall survive termination of the Agreement.
- G) Nothing in this Agreement shall impair your right to make an informal or a formal complaint to your applicable state Commission.

**Limitation of Liability.** You 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, deterioration of natural gas services, meter readings or injury to persons or damage to property caused by the 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 you with the Utility. You agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any special, punitive, indirect, incidental or consequential damages as a result of any breach or nonperformance.

**Force Majeure.** If something happens that is beyond our reasonable control that prevents us from performing our obligations under this Contract, then we 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 your or our control, such as the Utility.

**Miscellaneous.** Except with respect to Constellation's affiliates and subcontractors under the preceding section, there are no third party beneficiaries of this contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, shall survive termination for any reason. The Contract constitutes the entire agreement between you and Constellation. No statement, promise or inducement made by either party not contained in the Contract shall be valid or binding.

**Contact Information.** CONSTELLATION NEWENERGY - GAS DIVISION, LLC'S MARYLAND NATURAL GAS SUPPLIER LICENSE NUMBER IS IR-655. Contact us with any questions between the hours of 8:00 a.m. and 8:00 p.m. on weekdays, except holidays. Our toll-free number is (855) 465-1244. We can be reached by email at [home@constellation.com](mailto:home@constellation.com). We can be reached by mail at Constellation, P.O. Box 4911 Houston, TX 77210. Please contact us at this address, email or phone number to resolve any disputes regarding this Contract.

**Emergency.** For emergencies relating to your service, please contact your Utility at: Columbia Gas of Maryland at (800) 460-4332; Baltimore Gas & Electric Company at (800) 685-0123. For more information regarding deregulation please contact the Maryland Public Service Commission at (800) 492-0474 or on the web at

<http://www.psc.state.md.us>. The Maryland Attorney General's Office website address is [www.oag.state.md.us](http://www.oag.state.md.us) and their toll-free number is (888) 743-0023.