# Rhoads Energy Contract Summary and Disclosure Statement License Number A-2009-2138310

| Natural Gas Supplier Information    | Rhoads Energy is responsible for your natural gas commodity charges. Rhoads can be contacted at 205 Hazel Street, Lancaster PA 17603. <a href="https://www.RhoadsEnergy.com">www.RhoadsEnergy.com</a> , 800.673.2423   |
|-------------------------------------|--|
| Natural Gas Price Structure         | Fixed  |
| Statement Regarding Savings         | The Natural Gas Commodity Charge may not always provide savings to the customer.   |
| Administrative Fee                  | \$1.00 per month per location  |
| Deposit Requirements                | None   |
| Incentives                          | None   |
| Contract Start Date                 | Your NGDC will determine this date. It will be approximately 1 billing cycle after the   |
|                                     | NGDC accepts your enrollment.  |
| Contract Duration/Length            | 12 consecutive billing periods   |
| Cancellation/Early Termination Fees | Yes, \$70 fee will be charged if you transfer your service to another supplier or cancel this agreement during the initial term. If you move during the initial term, no cancellation fee will be applied.   |
| End of Contract                     | Prior to the expiration of the Fixed Price Period, you will receive two written or electronic notices from us, the first 60-75 days and the second around 45 days in advance of expiration. Following the Fixed Price Period, this Agreement will automatically renew for another fixed term of 12 consecutive billing periods until either party cancels as described in this Agreement |

This is your agreement for natural gas supplied by Rhoads Energy. We are licensed by the Pennsylvania Public Utility Commission to offer and provide natural gas supply services in the service territory of UGI Utilities, Inc. in Pennsylvania.

Rhoads Energy sets the charges for Natural Gas Commodity delivered to your distribution company. UGI Utilities, your distribution company, will then distribute (deliver) the natural gas to you. The Pennsylvania Public Commission regulates gas distribution prices and services by UGI Utilities. The Federal Energy Regulatory Commission regulates interstate pipeline charges and services.

By state law, you may cancel this agreement at any time before midnight of the third business day after receiving this disclosure statement.

## **KEY DEFINITIONS**

**CCF** – Measure of gas usage, 100 cubic feet of gas **Commodity Charge** – Charges for basic gas supply service sold by volume (ccf or Mcf)

**Distribution Charge** – Charges for delivery of natural gas from the point of receipt into the NGDC's distribution system to you **NGDC** (**Natural Gas Distribution Company**) – State regulated natural gas utility, such as UGI Utilities, Inc., which owns the gas lines and equipment necessary to deliver natural gas to retail customers.

**NGS (Natural Gas Supplier)** - An entity, such as Rhoads Energy, that sells or arranges to sell natural gas to retail customers through the distribution lines of an NGDC.

**PUC (Pennsylvania Public Utility Commission)** - The State regulatory agency that provides oversight, policy guidance and direction to public utilities and suppliers.

#### **SERVICE PROVISIONS**

# 1. Natural Gas Commodity Charge

You will pay Rhoads Energy, plus applicable sales tax, for Natural Gas Commodity for the length of this agreement. A \$1 per month administrative fee will be charged to your account. The price to be charged after the Fixed Price Period will be in accordance with paragraph 5 of this Disclosure Statement. In addition, you are responsible for paying UGI Utilities' distribution charges, including but not limited to transportation charges, standby charges, and other applicable charges imposed currently or at any time during the effective term of this agreement by UGI Utilities. If you believe that your non-residential service is exempt from Pennsylvania state tax, you must provide us with a valid, properly executed sales tax exemption certificate. The exemption will be effective only after processed by your NGDC.

#### 2. Term

The Fixed Price Period will begin on your next scheduled read date after your enrollment has been processed by UGI Utilities and will continue for 12 consecutive billing periods. Once during the contract term, you may opt to change your rate to Rhoads Energy's then current price to compare. This change can be made without a penalty; however, all other existing contract terms remain in place including: original term of the agreement, cancellation provisions and fees, and any other agreements made between you and Rhoads Energy Corporation. You need to notify Rhoads Energy in writing of your decision to exercise this option and Rhoads Energy will confirm the change in writing to you. Once the change is made, you will not be eligible for any other rate changes during the remainder of your contract term. The new rate will be effective in approximately 20-45 days when the Local Utility

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(NGDC) makes the appropriate changes in their billing software.

### 3. Billing

We may bill you directly for your charges, or your NGDC will bill you for our charges and its charges, in which case you will continue to pay your bill for all charges in accordance with your NGDC's billing and payment terms.

#### 4. Cancellation Provisions

You may cancel your service under this agreement with thirty (30) days advance notice to us. To cancel, please contact us at 877-NATGAS1 (877-628-4271). Rhoads Energy Corporation may cancel this agreement with at least 15 days prior written notice if you fail to make timely payment of our charges or if a change in law, regulation, market rules or NGDC tariff materially impairs our ability to fulfill our obligations under this Agreement. In addition, we reserve the right to cancel this Agreement at any time with advance written notice to you of at least thirty (30) days. Upon cancellation by either you or us, you will be responsible for all Rhoads Energy charges incurred hereunder until your account is transferred to another supplier. The cancellation will be effective on your next meter read date in accordance with your NGDC's rules.

#### 5. Cancellation Fee / Relocation Provision

You will be charged a \$70 fee, as a reasonable estimate of our damages, if you switch your service to another supplier or cancel this agreement during the initial term, unless cancellation is because you move.

#### 6. Agreement Expiration/Change in Term

If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date, we will send you advance written or electronic (i.e., e-mail) notices at about 60-75 days and 45 days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you advance written or electronic (i.e., e-mail) notices at about 60-75 days and 45 days before the effective date of the change, in accordance with the PUC's rules. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications.

#### 7. Renewal Provisions

At the end of the initial term, this agreement will automatically renew for another fixed term of 12 consecutive billing periods and will incorporate any changes in terms, including price, for the renewal term. You may cancel this agreement without penalty at any time for any reason during the renewal term.

### 8. Limits on Warranties and Damages

You understand and agree that there are no warranties, either express or implied, associated with this offer or the services provided. Rhoads Energy has no liability to you or any third party for consequential, punitive, incidental, special, indirect or any other damages.

#### 9. Dispute Procedures

Contact us at 800-673-2423 or by mail at our address below with any questions concerning our terms of service. You may call the PUC at 1-800-782-1110 or write to the PUC at the Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265 if you are not satisfied after discussing your terms with us.

#### 10. Contact Information

Natural Gas Supplier: Rhoads Energy 205 Hazel St Lancaster, PA 17603 800-673-2423; Fax: (717) 295-3140 www.RhoadsEnergy.com

Natural Gas Distribution Company /or Provider of Last Resort UGI Utilities, Inc.

P.O. Box 12677 Reading, PA 15222 1-800-276-2722; Fax 610-736-5803

Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265 www.puc.state.pa.us

Information about shopping for a gas supplier is available at <a href="https://www.PAGasSwitch.com">www.PAGasSwitch.com</a>, or by calling the Commission at <a href="mailto:800.692.7380">800.692.7380</a>, and at <a href="mailto:www.oca.state.pa.us">www.oca.state.pa.us</a>.