

# Nicor Advanced Energy, L.L.C.

## Lock 12 Plan (Commercial): Terms and Conditions

**1. Lock 12 Plan.** You agree to enter into this Lock 12 plan Agreement (Agreement) with Nicor Advanced Energy, L.L.C. (Company). You hereby appoint Company as your sole and exclusive agent and natural gas supplier and hereby agree to purchase natural gas commodity in accordance with the terms and conditions of this Agreement. You understand that this Agreement is with an alternative gas supplier, certified by the Illinois Commerce Commission, not the local natural gas distribution company (utility).

**2. Customer Service and Contact Information.** If you have any questions or concerns regarding the Lock 12 plan, please contact Nicor Advanced Energy at 1-866-799-2674 or you may write to us at Nicor Advanced Energy, L.L.C., P.O. Box 3042, Naperville, IL 60566-7042. If we are unable to resolve your billing issue, you may contact the Illinois Commerce Commission's Consumer Services Division on line at [www.icc.illinois.gov/ci/publicutility.aspx](http://www.icc.illinois.gov/ci/publicutility.aspx) or via phone at 1-800-524-0795.

**3. Lock 12 Amount.** Your monthly Lock 12 amount for this twelve month Agreement, the Service Address and the name of the account holder listed with the utility (Account Holder) for the Service Address are shown on the reverse side of these Terms and Conditions. By enrolling in the Lock 12 plan, you have represented to the Company that you are the Account Holder for the Service Address. Your Lock 12 amount includes all natural gas commodity costs, utility charges, administration fees and taxes. Although you will receive one bill from the Company for all of the charges set forth above, you will continue to receive natural gas delivery service from the utility. You agree that in addition to the Lock 12 amount you will still be responsible for paying any other service fees and late fees assessed by the Company or the utility or other charges unrelated to the Lock 12 plan. You understand that your total Lock 12 charges over the term of this Agreement may be higher or lower compared to what you would have paid for full utility service during the same time period.

**4. Agency.** You authorize the Company to initiate utility service for you and to make all rate and tariff selections necessary to meet its obligations under this Agreement, and to access your current and future gas utility customer account information and to pay the utility for your gas service on your behalf. You authorize the Company and the utility to share account and payment status history, and related information about you and authorize the Company to provide such information to third parties, such as suppliers and service providers, as may be required by contract or law and allow for such information to be utilized to offer other products and services of the Company and its affiliates to you. You consent and agree to the Company investigating your credit history and obtaining a credit report. You consent to the recording of calls between the Company and you. You also authorize the Company to transfer any credit balances residing in your utility account to your Company account or to you and to remove you from the utility Budget and EFT payment programs. You authorize and understand that the Company will transfer your natural gas supply from an Alternative Gas Supplier that may be serving you to the Company. You understand that you may be subject to cancellation or termination fees from an Alternative Gas Supplier by terminating that previous contract. This Agreement may only be assigned or transferred by the Company.

**5. Cancellation.** You may cancel this Agreement at any time. You understand, depending on the timing of the utility's meter reading cycle, the Company must issue at least 1 more Lock 12 charge before the utility switches service to your new supplier. You will be responsible for all charges incurred by you up until the time your service under Lock 12 is switched by the utility, from the Company to your new supplier. If you elect to cancel this Agreement, you may not enroll in any Nicor Advanced Energy program for 1 year unless you do so within 45 days after your service initiates with your new supplier. **If you cancel and terminate this Agreement or cause this Agreement to be terminated by the Company due to your nonpayment, fraud, or misrepresentation prior to the end of the one (1) year term of said Agreement, you shall be charged either: 1) a cancellation fee equal to two times your monthly Lock 12 amount, or 2) if your cancellation occurs less than two months from the end of the term of your current agreement, a cancellation fee equal to the balance of your remaining Lock 12 payments shall be due to the Company. This fee in the event of your early termination is not a penalty. The fee is meant to compensate Company for reasonable expenses incurred to contract for natural gas on your behalf and the uncertainty of the damages to the Company as a result of your early termination of this Agreement.**

**6. Term/Renewal.** Your Lock 12 amount and Agreement begin when the utility accepts you into the Customer Select program and shall remain in effect for a period of twelve consecutive billing periods (months). These terms and conditions are subject to your acceptance into the program by both the Company and your utility. You understand, depending on the timing of the utility's meter reading cycle or any delays in the utility meter reading cycle, that you may receive billing for Lock12 service after the completion of the term of this Agreement for gas supply provided to you by the Company. **Prior to the end of the term of the Agreement, you will receive written notice of your new Lock 12 amount for the next twelve month time period subject to your continued eligibility and any required changes to the terms and conditions of this Agreement. If you wish to discontinue this Lock 12 Program, please notify the Company by written notice within 30 days of the postmark of your new Lock 12 Agreement. In the event you do not notify the Company of your intention to discontinue the Lock 12 Program, you will be renewed at the new Lock 12 amount and terms and conditions for the next twelve months. Subsequent cancellation or termination of the new Agreement during your renewed term will be subject to any applicable cancellation charges described in that new Agreement. You agree that any provisions required by law to be contained herein for renewal purposes are deemed incorporated herein and Company agrees to provide a copy of any such provisions upon request. Any special offers or discounts included with your initial 12 month agreement are not included in subsequent 12 month agreements unless specifically provided for in that subsequent agreement.**

**7. Termination/Adjustments.** This Agreement shall terminate if you cease to be the Account Holder for the Service Address. The Company reserves the right to adjust the Lock 12 amount or terminate this Agreement as a result of material changes in gas usage at the Service Address such as may result from building or equipment additions, setting your thermostat beyond your normal level or as a result of abusive, excessive or otherwise unpredictable use practices. The Company reserves the right to adjust the Lock 12 amount due to changes in state, local, or municipal taxes or other governmental assessments. The Company reserves the right to amend this Agreement due to any regulatory, tariff, or procedural change that may affect the Company's ability to perform under this Agreement. You must notify the Company 30 days prior to discontinuing utility service at this Service Address. If such notice is not given, you will be responsible for a final Lock 12 charge, and the Company reserves the right, with notice, to enroll you into a new Lock 12 plan for a period of one year. If you choose to cancel the new plan at your new service address, you may do so without penalty for a period of 30 days after receipt of the new offer.

**8. Bill Payment and Past Due Balances.** You will receive a monthly bill from the Company which shall be payable within 14 days of the postmarked date. Past due balances under this Agreement shall be subject to a monthly late payment fee of one and one-half percent (1½%) of the past due balance. The company may terminate this Agreement at any time in the event that you fail to make timely payments.

**9. Force Majeure.** The Company shall be excused for performance under this Agreement for events of Force Majeure declared by the Company or the utility. Force Majeure shall be defined as causes beyond the reasonable control of the Company and the utility. Events of Force Majeure shall include, but not be limited to, service interruptions of interstate and intrastate pipelines, unplanned distribution system maintenance, flooding and other acts of nature.

**10. Indemnification.** You agree to indemnify and hold harmless your utility for any obligations of the Company contained within this Agreement. You also agree to indemnify the Company for any claims arising out of your failure to comply with this Agreement.

**11. Entire Agreement.** This Agreement, including the terms, conditions, limitations, exceptions and exclusions, and your charge shown on the reverse side of this Agreement, constitutes the entire Agreement. You acknowledge that you did not rely on any oral representations other than such as are reflected in writing herein. This Agreement will be governed by Illinois law, without regard to principles of conflicts of law.

**12. Limit of Liability.** THE COMPANY'S TOTAL LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER. **IN NO EVENT SHALL THE COMPANY, ITS PARENT AND ITS AFFILIATES BE RESPONSIBLE UNDER THIS CONTRACT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.**

For issues regarding safety (e.g. gas odor or leaks), utility rates, metering, or other issues regarding your utility service, contact Nicor Gas by telephone at 1-888-NICOR4U or in writing at P.O. Box 190, Aurora, IL 60507-0190. Nicor Advanced Energy is not the same company as Nicor Gas. It is an affiliate and its prices are not regulated by the Illinois Commerce Commission. Customers are not required to buy products or services from Nicor Advanced Energy in order to receive the same quality service from Nicor Gas.