



2723 South State Street, Suite 150 PMB 218
Ann Arbor, Michigan 48104
888-988-MICH (6424)

Gas Customer Choice Contract VARIABLE RATE / RESIDENTIAL

Account Holder Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Email: _____

DTE GAS COMPANY ACCOUNT Number: _____ Date: _____

Residential Gas

Rate: My gas rate will be \$0.299/ccf for the first two months of this contract, and I will be on a Michigan Natural Gas, LLC (MNG) variable rate for the remaining term of the 12-month contract.

Term: The start date will begin with my successful enrollment into the Gas Customer Choice Program with (MNG) and will extend for a 12-month period.

Renewal: After the Initial 12-Month Term, my contract with MNG will continue on an MNG variable rate on a month to month basis, cancellable at any time without penalty.

Cancellation: *I may cancel within 30 days with no penalty from MNG. Following the 30 day period, a \$50 cancellation fee will apply. However, I may enroll into a fixed-rate contract offered by MNG at any time without penalty.*

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 Michigan Natural Gas, LLC. I understand that gas purchased for this account by Michigan Natural Gas, LLC will be delivered through DTE GAS COMPANY’s delivery system. The account holder, or the 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 Michigan Natural Gas, LLC.

Account Holder or Legally Authorized Signature: _____

Print Name: _____

If Legally Authorized, your relationship to the account holder: _____

For Agent use:

AGENT: _____ AGENT Code: _____ AGENT Phone: () _____ - _____

Michigan Natural Gas, LLC (MNG): Residential RESIDENTIAL GAS RATE Gas Customer Choice Contract (Terms & Conditions)

1. Purchase Agreement: Account holder or legally authorized person (Customer) agrees to purchase its natural gas for twelve (12) months from Michigan Natural Gas, LLC (MNG), a Michigan alternative gas supplier licensed by the Michigan Public Service Commission (MPSC). Customer understands that the gas under this contract will be delivered to

Customer through the DTE GAS COMPANY (DTE) distribution system and that DTE will remain responsible for gas emergencies, meter reading, and billing (except the Rate under this contract). Customer authorizes MNG to obtain billing, payment and usage history from DTE. After the expiration of the initial term, this contract will continue on a month-to-month basis, cancellable at any time without penalty. Both Customer and MNG agree to abide by the rules and regulations of the Michigan Gas Customer Choice Program established by the MPSC.

2. Customer's Right to Cancel: If Customer terminates the contract within 30 days of the date of this contract and returns to DTE, Customer understands that Customer will be required to remain with DTE for the next 12 months (a \$10 fee may apply if Customer has switched suppliers during the previous 12 months). **Customer has the right to cancel within 30 days with no penalty from MNG. Following the 30-day period, there will be a \$50 cancellation fee.**

3. Billing and Payment: Customer will continue to receive a monthly bill from DTE. In addition to the cost of the gas provided under the terms of this contract, the bill will include but not be limited to DTE delivery and customer charges, taxes and fees (which will be charged by DTE regardless of whether or not Customer is enrolled in the Michigan Gas Customer Choice program). Customer agrees to remit payment in full to DTE per the Michigan Gas Customer Choice Program Rules and service rate.

4. Residential Gas Rate: The Rate will be \$0.299/ccf for the first two months of this contract, and thereafter will be on an MNG variable rate for the remaining term of the 12-month contract. This price will vary month-to-month and will be calculated as a weighted average cost of gas (WACOG) consisting of a supply portfolio of purchases plus all administration fees. For example, package 1:500 ccf @ 0.500; package 2; 600 @ 0.512 ccf, would produce a WACOG of .5065/ccf. Customer understands that there may be delays in the start of the term and agrees not to hold MNG responsible for any such delays.

5. Price Protection: Michigan Natural Gas agrees that customer can elect to switch to any fixed rate currently being offered by MNG at no cost to the customer at any time.

6. Changes in Consumption: Customer agrees to notify MNG of any material changes in anticipated consumption of natural gas under this contract.

7. Term: The term of this contract shall commence with the next billing cycle by DTE and shall continue for an initial term of twelve (12) months. After the initial term, unless terminated by either party, and with at least thirty (30) days notice to Customer by MNG, the contract shall continue on a month-to-month basis and the Customer shall be automatically converted to MNG's Variable Price. This price will vary month-to-month and will be calculated as a weighted average cost of gas (WACOG) consisting of a supply portfolio of purchases plus program charges and all administration fees. Customer understands that there may be delays in the start of the term and agrees not to hold MNG responsible for any such delays.

8. Regulatory: Customer understands that the MPSC may change the rules and regulations of the Michigan Gas Customer Choice Program and in that event, MNG reserves the right to modify this contract with 10 days notice and acceptance by Customer.

9. Limitation of Liability: MNG will not be responsible for any type of exemplary, consequential, indirect, punitive or incidental damages whatsoever arising out of or relating to this contract and the remedy in any suit or claim brought against MNG shall be limited to direct actual damages. MNG makes no warranties or representations other than those expressly made in this contract.

10. Force Majeure: MNG will not be responsible for delivering gas to customers in the event of circumstance beyond its control, which include acts of God, acts of terrorism, orders, rules and regulations, or the action of any court or governmental authority. In the case of such an event, MNG may at its sole option reject this contract in whole and re-determine the Rate and continue to provide service to and upon acceptance by the Customer.

11. Entire Contract: This contract constitutes the entire contract between Customer and Michigan Natural Gas, LLC and supersedes all prior written and verbal contracts and representations made with respect to the terms and conditions contained herein.

12. Customer Service: MNG can be reached at 888-988-6424 during normal business hours or may be reached at info@michigannaturalgasllc.com. Any written notices may be sent to Customer Service, Michigan Natural Gas, LLC, 2723 South State St Suite 150 PMB 218 Ann Arbor, Michigan 48104.

Communications to Customer. Customer acknowledges that Supplier may send communications to Customer at the Customer's email address provided by the Customer. If Customer does not consent to receive communications by email, Customer may contact Supplier at the information provided above. Supplier is authorized to send unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for Supplier to perform its obligations under this Agreement. By accepting this Agreement, you consent to receive email, calls and/or texts for any purpose, including with marketing offers and other information, from Supplier, its affiliates and/or assigns, at the telephone number(s) you provide to Supplier, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your Agreement and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.