



Your spark. Our energy.

## FireSide Natural Gas General Terms and Conditions

These "General Terms and Conditions" and the "Commercial Natural Gas Sales Agreement" are the complete and entire agreement (the "Agreement") between FireSide Natural Gas, LLC ("FireSide" or "We") and \_\_\_\_\_ (the "Customer" or "You"). No other document, understanding or representation, oral or written, changes this Agreement. This Agreement applies to the Customer facilities identified herein and served through the Atlanta Gas Light Company Distribution System ("Utility"). The Georgia Public Service Commission separately regulates the distribution charges and services associated with delivery of the natural gas to the Customer by the Utility, and the Federal Energy Regulatory Commission separately regulates the interstate transportation prices and services.

- 1. AUTHORITY & OBLIGATIONS** – You represent that You have the authority to enter into this Agreement to bind the Customer (and/or yourself), its successors, representatives and heirs, to purchase natural gas at the location(s) indicated in the Commercial Natural Gas Sales Agreement and in the attached "Exhibit A", if applicable. FireSide represents that it is a certificated natural gas marketer in the state of Georgia and authorized to enter into this Agreement. We will perform our obligations under this Agreement in accordance with applicable laws, rules and regulations. You appoint FireSide Natural Gas, LLC as your agent for gas transportation service with the Utility, also referred to as AGL.
- 2. TERM** – The Agreement will be effective on and as of the "Desired Start Date" stated in the Commercial Natural Gas Sales Agreement. Actual service hereunder will commence on the date the Utility switches the facilities stated in the Commercial Natural Gas Sales Agreement and/or in the "Exhibit A" to our service. This will be known as the "Service Date". The "End Date" will occur 12 months from the Service Date, with the period between the Service Date and the End Date known as the "Primary Term". This Agreement may be renewed for one or more additional terms, known as "Secondary Term(s)", by written or verbally recorded agreement between both parties. If this Agreement is not renewed or if mutual agreement on a new price and term is not reached and confirmed prior to the expiration of the then current term, and if Customer continues to purchase gas from FireSide after such date of expiration, then a NYMEX Plus Variable Rate shall apply on a month-to-month basis subject to these General Terms and Conditions. FireSide will not be responsible for any delays in the Utility switching process.
- 3. PERFORMANCE** – FireSide is not responsible for the delivery of gas to the Customer's premises. FireSide is undertaking no obligations, responsibilities or liabilities upon and after delivery of the natural gas to the Utility at the city gate. We are not responsible for the Customer's use of the natural gas. FireSide exercises no independent control over the Utility's facilities necessary for delivery of the natural gas and FireSide undertakes no responsibility or liability for the operations of the Utility or for interruptions, termination or deterioration of its delivery or other services due to actions performed by the Utility or others. FireSide undertakes no responsibility for other pipeline or storage operations or resulting interruption of upstream transportation that is scheduled as firm that prevents the delivery of natural gas to the Utility's city gate.
- 4. QUANTITY DELIVERED** – You agree to purchase all of your firm natural gas requirements from FireSide for the locations listed during the Primary or any Secondary Terms of this Agreement. Gas sold and purchased pursuant to this Agreement shall be measured at the meter at the Customer's facility in accordance with the procedures established by AGL. FireSide's obligation to sell a quantity of gas will be limited to your historic gas usage or the projected usages provided by the customer, as applicable, and patterns of use with reasonable variances. FireSide, at its sole discretion, will use reasonable efforts to adjust deliveries to meet the Customer's usage variance. If Customer's usage deviates outside the realm of reasonable variance, FireSide will deliver additional volumes to meet the customer's needs at the posted variable pricing for the month of service.
- 5. CREDIT** – You authorize FireSide to perform a credit check for your business. Your credit may influence your price per therm, eligibility for service, monthly customer fee, or deposit. If FireSide requests it, You shall provide during the term of the Agreement, credit arrangements satisfactory to FireSide. These may include a deposit, a letter of credit, a guaranty of payment from a third party, or some other security. If at any time You do not provide the security that FireSide requests within a reasonable period of time, FireSide shall have the right to immediately terminate the Agreement or suspend sales and deliveries without liability. You shall reimburse FireSide for any collection fees it incurs in regard to outstanding invoices.
- 6. BILLING, PAYMENT & LATE FEES** – You will be billed by FireSide on a monthly basis for natural gas supply and/or other services. FireSide will calculate bills based on the meter readings and schedule set by AGL or other authorized entity. If no meter data is forwarded to FireSide in a billing month, we may send an estimated bill or carry consumption charges over to the following billing month. A later bill may include charges for more than one month. You will be responsible for all payments. Payments must be received within twenty (20) days following the date of the invoice. Late payments or partial payment balances will be subject to the greater of a \$15 late fee or a 1.5% interest charge per month, not to exceed the maximum amount allowed by law. We may discontinue service if we do not receive payment within the specified time, as permitted by the Georgia Public Service Commission. FireSide may refer overdue accounts to a collection agency. You are responsible for any collection agency fees attributed to your account. FireSide will charge a non-refundable fee of \$30.00 for any returned check, electronic fund transfer or credit card transaction not processed due to insufficient funds. FireSide will include any adjustments related to previous billing errors in a subsequent bill.
- 7. TITLE AND TAXES** – Title to all natural gas delivered under this Agreement shall pass from FireSide to the Customer at the city gate of the Utility. Customer shall be responsible for all taxes, fees, levies, penalties or any other charges imposed by any government authority with respect to the gas delivered to and after the city gate of the Utility. Upon execution of this Agreement, Customer shall give to FireSide certificates in regard to any tax exemptions applicable to the natural gas to be sold. The price stated in the Agreement is subject to change in accordance with an increase in any tax and/or levy associated with obtaining, transporting, delivering, and/or selling the natural gas. FireSide will provide documentation for any such changes upon the Customer's request.
- 8. FORCE MAJEURE** – If a "Force Majeure" event occurs making it impossible for FireSide to perform under this Agreement, then FireSide shall be excused for the duration of such event. Force Majeure means events that are not reasonably anticipated on the effective date of this Agreement and are outside of the control of FireSide. These events include but are not limited to any act of God; federal, state, or municipal legislation, rule or regulation; acts of public enemy, terrorist attacks, wars, strikes, lockouts, blockades, insurrections, riots or other national emergency; fires, floods, hurricanes, earthquakes, landslides, lightning or other extraordinary weather occurrence; explosions, epidemics, civil or industrial disturbances; accidents, breakage of machinery, freezing or rupture of lines of pipe; any Force Majeure event declared by the Utility or applicable pipeline; any curtailment or appropriation of firm gas by the Utility or other controlling party.
- 9. LIMITATION OF LIABILITY** – The remedy in any claim or suit by the Customer against FireSide will be limited to direct actual damages that shall in no event exceed the difference between the reasonable price of replacing any undelivered natural gas and its price under this Agreement. By entering into this Agreement, the Customer waives any right to any other remedy. In no event will either FireSide or the Customer be liable to the other for any incidental, consequential, punitive, exemplary or indirect damages, lost profits or any other business interruption damages resulting from a breach of this Agreement.



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10. **ASSIGNMENT** – The Customer does not have the right to assign its right to purchase gas from FireSide under the terms and conditions of this Agreement without FireSide's prior written consent. Consent shall not be unreasonably withheld. FireSide shall have the right to assign its obligation to sell gas to the Customer without the Customer's consent.
11. **CONFIDENTIALITY** – Neither Party will disclose the contents of this Agreement to any third party except to its employees, officers, directors, accountants and attorneys to perform their obligations or comply with any applicable law, order or regulation.
12. **AMENDMENTS** – FireSide reserves the right to amend this Agreement from time to time in order to reflect any material revisions to the applicable tariffs, rules or regulations by the Utility, the Georgia Public Service Commission or the Federal Energy Regulatory Commission. FireSide further reserves the right to amend this Agreement every September upon recalculation of DDDC by Atlanta Gas Light Company for contracted rates inclusive of ISPC cost.
13. **NO WAIVER** – No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and any such waiver shall be effective only with respect to the particular event expressly referred to in such writing.
14. **GOVERNING LAW** – This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without recourse to such state's choice of law rules. Venue for resolution of any dispute shall be located in Atlanta, Georgia. This Agreement is subject to valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction.
15. **BILLING DISPUTES** – If You have a question or dispute under this Agreement, contact FireSide Natural Gas in writing within thirty (30) days of the date of the invoice in dispute, stating the reason for the dispute. FireSide will use good faith efforts to resolve any customer disputes in an amicable and timely manner. FireSide shall have thirty (30) days from the receipt of the dispute to submit a resolution in writing to the Customer. The Customer will not be responsible for paying the disputed portion of the invoice during the investigation period but will be responsible for the timely payment of charges not in dispute. If the parties are unable to resolve the dispute, the dispute shall be submitted to binding arbitration in Atlanta, Georgia. There shall be three (3) independent arbitrators, one of whom shall be appointed by FireSide, one of whom shall be appointed by the Customer and the third of whom shall be appointed by the first two arbitrators. The decision of the third arbitrator shall be binding on the parties hereto. Each party shall pay the fees of the arbitrator it appoints and shall split the fees of the third arbitrator equally.
16. **CANCELLATION OF AGREEMENT BY CUSTOMER** - If the Customer terminates, withdraws from or cancels the contract before the end of the original or any renewal term, then an Early Cancellation Fee shall apply equal to the greater of one (1) month's average supply and transportation charges, based on the average consumption for the previous 12 months or \$1,000. If the Customer cancels a Fixed Price Plan, additional fees may also apply to compensate FireSide for the quantity of natural gas supply purchased on the Customer's behalf at or around the time the Agreement was signed or the Trigger Option was exercised.
17. **CANCELLATION OF AGREEMENT BY FIRESIDE** – FireSide can terminate this Agreement for late payment, non-payment, misrepresentation, breach, or when any change in the applicable statutes, regulatory actions, rules, procedures or requirements adversely affect FireSide's ability to profitably perform under this Agreement.
18. **CONTACT INFORMATION & NOTICES** - If there are any billing questions or concerns, please contact your FireSide sales representative. Please include your FireSide account number on all correspondence or payments submitted to FireSide. Any notices sent to the Customer will be sent to the Billing Address provided above. Please notify FireSide of any address changes in writing as soon as possible.