



# Firm Natural Gas Sales Agreement

**SELLER:** Realgy Energy Services  
912 North West Highway, Suite 111  
Fox River Grove, Ill 60021

**Contact:** Mike Stark  
**Telephone:** Phone: 260-494-3142 Fax: 260-486-4420  
**E-Mail:** info@icesi.net

**BUYER: Required Information:**

**Customer Name:** \_\_\_\_\_ **Corporation**  **Partnership or LLC**  **Sole Proprietorship**

**Contact Name:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **Email:** \_\_\_\_\_

**Attach or complete ONE of the following:**  **a copy of an invoice/ location:**  **Customer Enrollment Attachment**  **Complete the following:**

**Account Number:** \_\_\_\_\_ **Meter Number:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City, State, Zip Code:** \_\_\_\_\_  
**Bank Reference:** \_\_\_\_\_ **Trade Reference:** At least 3 references provided.   
**Tax Exemptions:** *Enterprise Zone*  *State Sales Tax*  *Gross Receipts Tax*  (provide tax exemption forms)

**UTILITY(s):** NIPSCO **INVOICING:** Utility 1-bill **DELIVERY POINT:** UTILITY'S approved city-gate receipt point.  
**SPECIAL Terms & Conditions (T&C):** None. **SERVICE:** Full-Requirements

**PRODUCT/REGULATION:** Natural Gas – Buyer agrees to purchase its natural gas usage from Seller according to this Agreement. Seller will deliver customer’s natural gas to Delivery Point where the gas is transferred to Buyer’s Utility. Buyer is responsible for Utility distribution charges to its metered service locations, including reimbursement to Seller for Utility’s lost or unaccounted for charges. The measurement and use of natural gas will be according to the rules of the Utility. Seller will reform this agreement, if and as necessary, to conform to any change in such service due to any revised law or regulation.

**STORAGE:** Utility requires Seller to deliver approximately 20% of Buyers projected annual usage into storage prior to November 1<sup>st</sup> of any year and have it withdrawn by March 31<sup>st</sup> of the following year. Seller will provide Buyer a storage report and reconcile any storage inventory with Buyer at service Termination, including inventory transfers as appropriate. Buyer’s monthly usage includes any injection into Storage. Seller will not invoice Buyer for any withdrawal from storage inventory. Customer will be charged \$3.50 / month and receive a monthly storage report detailing each meter’s Product usage (delivered, storage, losses, cash out and metered consumption). The report will be accessible monthly at <http://www.realgy.com/res>

**TERM:** Buyer’s Price and Quantity terms will begin on the date the Utility reads each service location’s meter and transfers them to Seller and will continue until the April meter reading following 12 months (Term) and thereafter will renew for a like Term until Terminated.

**TERMINATION:** Buyer may Terminate this Agreement, without cost, by providing 60 day written notice prior to the end of current Term. To facilitate an orderly transfer of Buyer’s account(s), Buyer must provide 60 days written notice to Seller to end service. If Buyer fails to provide 60 days written notice to Buyer or if Buyer is removed from the Utility Choice Program prior to final read date of Term the Buyer agrees to reimburse Seller a service fee of \$60 and market related losses incurred by Seller in reselling Buyer’s natural gas and Buyer shall forfeit natural gas Storage inventory.

**PRICE:** The Buyer’s base Price is INDEX +. The INDEX is the wholesale gas price at the Delivery Point as defined by the Utility and based upon the Buyer’s service location and the (+) or adder is for transportation services. The (+) or adder is: \$0.06 / Therm. The Spot Market Price shall be the average price reported in the Gas Daily publication under "Daily Price Survey". Buyer shall be charged any and all balancing charges, supplier switching charges or charges assessed or collected by Utility that are billed to Seller by Utility. The Buyer will be enrolled in Seller’s PriceWatch™ Service which designs a Natural Gas strategy that will compare INDEX, Spot Market and Fixed Prices, as market conditions warrant, for your energy purchases. Buyer’s consent will be required for conversion to a Fix Price which can take place at anytime without an additional fee.

**QUANTITY:** The Quantity to be purchased is Defined Quantity. Defined Quantity is the Buyer’s historical usage including Storage. With Defined Quantity, Buyer’s usage of natural gas may change the Price. Usage greater than the Defined Quantity, Buyer will be charged at the Spot Market Price plus Seller’s cost of natural gas service, including Storage, Delivery and Balancing, for the month. Usage less than the Defined Quantity, Buyer will receive a credit for the difference between the Price and the Spot Market Price plus Seller’s cost of natural gas service, including Storage, Delivery and Balancing, for the month.

**INVOICING / PAYMENT:** If an actual meter reading is not available, an estimate reading may be substituted and corrected as necessary with the following month’s invoice. Invoices will be sent by the Utility and will be subject to Utility’s terms and conditions. Payments not paid to Seller in accordance with Utility’s terms and conditions will incur interest at 1.5% (or the highest amount allowed by law) plus any credit and collection costs (including reasonable attorney fees) incurred by Seller. Buyer may be removed from the Utility Choice Program and returned to bundled utility service if Buyer’s account is in arrearage. If Buyer is removed from the Utility Choice Program, Seller may reinstate Buyer upon satisfaction of past due balance. All taxes at and from the Delivery Point are the responsibility of the Buyer, and will be billed to the Buyer, unless Buyer provides appropriate documentation of exemption(s).

The Entire Agreement consists of this page; Firm Natural Gas Sales Agreement. I acknowledge that I have read, accepted the entire Agreement and have received a copy .

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Accepted, **SELLER’S** Authorized Representative: \_\_\_\_\_ (initial)

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Approved by: RES \_\_\_\_\_  
Date \_\_\_\_\_