



**VOLUNTEER ENERGY SERVICES, INC.**

Better Energy Service. Lower Energy Cost.

800 Cross Pointe Road, Suite D  
Gahanna, Ohio 43230  
Toll Free 1-800-977-VESI (8374)

## **Residential/Commercial Natural Gas Supply Agreement Terms And Conditions**

These Terms & Conditions contain important information regarding your natural gas agreement with Volunteer Energy Services, Inc. (“VESI”). VESI is an Ohio corporation operating under the guidelines set up by Michigan Public Service Commission and Michigan’s various natural gas utilities. As a supply customer of VESI, your signature on an agreement binds you to the terms and conditions contained herein.

- 1. Natural Gas Service** – VESI shall supply 100% of the Customer’s necessary natural gas supply needs. If the Customer requires assistance with matter regarding delivery of gas, meter reading, billing and other traditional utility functions, they will continue to contact their respective utility. In the event of an emergency or loss of service, the customer should contact their utility. The customer will continue to pay their bills to their gas utility.
- 2. Term** – The term of this agreement shall commence when accepted by VESI and approved by the Customer’s Gas Distribution Company (Utility) and shall continue for one year until terminated pursuant to the terms of this agreement, and on a month-by-month basis after the initial term. Any changes in pricing or term will proceed by no fewer than 30 days advance notice.
- 3. Pricing** – All supplied natural gas to the customer will be billed at a monthly market rate to be capped at NYMEX plus 0.14 per Ccf, exclusive of sales tax.
- 4. Billing & Payment** – The customer will receive a single bill from the utility, which must be paid according to the payment terms established by the utility. VESI reserves the right to terminate this Agreement upon fourteen (14) days notice for failure to pay the bill or to meet any agreed upon payment arrangement.
- 5. Cancellation/Termination** – For thirty days following the date the Customer signs this Agreement, the Customer may choose to cancel this Agreement at any time without penalty and without having exercised their option of customer choice. The customer may cancel this Agreement by written or verbal notice at any time.
- 6. Office Locations and Hours** – VESI’s offices are located at 800 Cross Pointe Rd, Suite D, Gahanna, Ohio 43230 and are open from 08:00 AM to 05:00 PM EST, Monday through Friday. VESI can be reached by telephone at 614-856-3128, toll free at 800-977-VESI or at fax 614-856-3001. Telephone service hours are the same as office hours. VESI can be reached online at <http://www.volunteerenergy.com> or via email at [sales@volunteerenergy.com](mailto:sales@volunteerenergy.com). The Customer can contact the Michigan Public Service Commission at 1-800-292-9555 or [www.michigan.gov/mpsc](http://www.michigan.gov/mpsc).
- 7. Credit** – VESI may verify the Customer’s credit history with a credit-reporting agency upon the Customer’s application for service with VESI. Determination of credit worthiness will be made by generally accepted business practices.
- 8. Notices** – Communications that are required or allowed under the terms of this agreement will be considered officially delivered when given in person, emailed, faxed, or received two (2) business days after being mailed through the United States Postal Service to one of the addresses provided by either party herein.
- 9. Force Majeure** – For the purpose of this agreement, Force Majeure shall include VESI’s right to cancel this Agreement if the State Of Michigan, Michigan Public Service Commission or the applicable gas utility makes material changes to the gas choice programs.

**10. Miscellaneous** – The terms of this Agreement extend to any successors or assignees of either party. Customer may not assign this agreement without written consent by VESI. This agreement represents the entire Agreement, and both the Customer and VESI must approve any changes or amendments. This agreement supersedes any prior Agreement between the Customer and VESI.

**IN NO EVENT SHALL VESI BE LIABLE TO THE CUTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. VESI'S MAXIMUN AGGREGATE LIABILITY FOR ANY REASON OR CAUSE OF ACTION SHALL BE THE PRICE PAID BY THE CUSTOMER**

**Residential/Commercial Natural Gas Supply Agreement  
Customers Acceptance Form**

I acknowledge that I am the account holder, a person legally authorized to execute a contract on behalf of the account holder, or the spouse of the account holder. I understand that by signing this Agreement, I am switching the gas Supplier for this account to Volunteer Energy Services, Inc. I understand that gas purchased for this account by Volunteer Energy Services, Inc. will be delivered through my current utility's delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has thirty (30) days after today to cancel this contract for any reason through written or verbal notification to Volunteer Energy Services, Inc.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \*

Title:

Customer Name (on Utility Bill): \*

Service Address: \*

City: \*

State: \*

Zip: \*

Phone: \*

Fax:

E-Mail:

Gas Utility: Consumers Energy Company

SEMCO

Michigan Consolidated Gas Company / DTE

Service Account # : \*

Tax Exempt No:

Yes:

Customer Type: Residential

Commercial

\* Required Fields

ICE Solutions Inc.

8701 Maravilla Dr., Fort Wayne, In 46815

VESI Rep: Mike Stark

Ph. 260-494-3142 Fax 260-486-4420

mstark@icesi.net

For Office Use Only

Rate: \_\_\_\_\_

Agent: \_\_\_\_\_

VESI Rep: \_\_\_\_\_