

The Energy Cooperative of Ohio
790 B Windmill Drive, Pickerington, Ohio 43147
Toll Free: 888-541-4646 / FAX (614) 328-2956

ENERGY SUPPLY TERMS AND CONDITIONS

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from the Energy Cooperative of Ohio ("ECO"). ECO is a **not-for-profit** corporation operated as a cooperative whose members include a variety of Ohio natural gas end users. ECO's purpose is to provide to its members the lowest cost alternative for reliable supplies of natural gas. This is accomplished by purchasing wholesale energy supplies and services and then dispersing those supplies to ECO. As a not-for-profit organization, ECO distributes excess capital back to its members on a monthly basis by altering monthly energy supply prices. As a member of ECO, you agree to the CODE OF REGULATIONS OF THE ENERGY COOPERATIVE OF OHIO ("Code") approved by the ECO Board of Directors. ECO will not release any member's Social Security number, EIN, or account number(s) without affirmative written consent.

Note: Switching from Columbia Gas/Dominion or from any other supplier to ECO may result in the imposition of a switching fee and/or cancellation fee.

Service Arrangements: ECO's energy supplies will be delivered to your residence or facilities via the utility's pipelines. Natural gas supply will be provided for your facilities by ECO on a cost per Ccf or Mcf basis, based on the billing practice of your utility. The price will vary from month to month and will be based upon the lowest market price ECO can obtain for natural gas for the month. The price is not based on an index. You will also be responsible for transportation charges of the local natural gas utility at rates approved by the Public Utilities Commission of Ohio (PUCO) and sales tax. Tax exempt organizations providing appropriate documentation to ECO, are not charged sales tax.

Term: The term of this Agreement shall commence when approved by the Board of Directors and shall continue on a month to month basis until terminated pursuant to the terms of this Agreement. Natural gas service will begin within 60 days of approval. Your local gas utility will send a confirmation letter of your decision to enroll with ECO. You will have seven (7) business days from the confirmation letter postmark date to rescind your enrollment in ECO without penalty. You may rescind your enrollment by contacting you local utility company, orally or in writing. Membership in ECO may be terminated on thirty (30) day notice in writing to ECO. ECO may terminate your membership and natural gas supply agreement in writing upon thirty (30) day notice or upon fourteen (14) days notice for failure to pay the bill or to meet any agreed upon payment arrangement.

Office Locations and Hours: ECO's offices are located at 790 B Windmill Drive, Pickerington, Ohio 43147 and are open from 8:00 AM to 5:00 PM E.S.T. Monday through Friday. ECO can be reached by telephone at 888-541-4646 during office hours.

Bill Payment Process: The local utility will continue to bill you. Your monthly invoice will contain utility transportation charges, ECO's gas supply charges and applicable taxes, and is due by the date published on the invoice. Upon request, ECO will provide to you up to twenty-four months of your payment history without charge. Participants in Customer Choice programs approved by the PUCO will not be charged a late fee by ECO.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at **888-541-4646**. If ECO's staff cannot remedy your dispute, you will have the opportunity to present your dispute to ECO's Board of Directors at their next scheduled Board Meeting. If your complaint is not resolved after you have called ECO, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TYY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays or visit www.puco.ohio.gov. The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit pickocc.org.

Amendment to Code: ECO's Code may be amended from time to time upon approval of the ECO Board of Directors. Any amendments made will not take effect for a minimum of thirty (30) days and you will receive forty (40) days written notice.

Calls for Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

Credit: We may verify your credit history with a credit reporting company upon your application for membership in ECO. Determination of credit worthiness will be by generally accepted business practices. ECO does not require a deposit.

Termination/Rescission of Membership: Your local gas company will send a confirmation letter of your decision to enroll with ECO. You will have seven (7) business days from the confirmation letter postmark date to rescind your enrollment in ECO without penalty. You may rescind your enrollment by contacting you local utility company, orally or in writing. After the initial seven (7) day period, the contract may be terminated by either you or ECO by providing the non-terminating party thirty (30) days written notice of such termination. ECO may terminate your membership and natural gas supply agreement upon fourteen (14) days notice for failure to pay the bill or to meet any agreed upon payment arrangement. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services but there is no termination fee charged by ECO. If your membership in ECO is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate your membership in ECO, your local gas company may charge you a price other than their gas cost recovery rate.

This Agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by the local natural gas company; (2) the customer moves outside the area served by the local natural gas company or ECO; or if ECO returns you to your local natural gas company.

Natural gas may only be shut off by the utility under procedures approved by the Public Utilities Commission of Ohio.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the Public Utilities Commission of Ohio (PUCO). If the PUCO cancels the program, this contract is rendered void with no penalty to either party. This agreement will be governed by the laws of the State of Ohio.

For Office Use Only

Municipality: _____
Rate Code: _____
Nom Group: _____

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MEMBERSHIP AGREEMENT

Execution of this Membership Agreement signifies my desire to be a member of the Energy Cooperative of Ohio ("ECO"). I agree to ECO's Code, which are incorporated herein by reference, and the ENERGY SUPPLY TERMS AND CONDITIONS. I authorize ECO to obtain usage history from my utility(s).

NAME: _____

Service Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Fax: _____

Utility Account Number: _____

(Attach additional sheet if needed) *Your account number will not be released without our receiving prior written consent to its release from you.*

Customer Name (Printed): _____ E-mail address: _____

Customer Signature (Required): _____ Date: _____

TAX EXEMPT: Yes No, if yes _____%

Mail or fax this copy to the ECO. You will then receive gas supply from the ECO on the first day of your billing cycle in the first available month, provided you meet your utility's eligibility for this program and you are accepted by the ECO Board of Directors.

For Office Use Only

Municipality: _____

Rate Code: ECC02

Nom Group: _____

Agent or Rep: _____

Choice or GTS