



**NATURAL GAS CHOICE PROGRAM (NY)**  
**Customer Confirmation Agreement**

**Customer:** [Insert Customer Name]

Thank you for choosing UGI EnergyLink as your Natural Gas Supplier. We are pleased to renew your account in our Gas Choice Program. Together, this Customer Confirmation Agreement and the Terms and Conditions create the "Contract" that governs UGI EnergyLink's natural gas supply service to you. See reverse side for Terms and Conditions. Please take a moment to review.

<b>Natural gas Supplier (EGS) Information</b>	UGI EnergyLink One Meridian Boulevard, Suite 2C01 Wyomissing, PA 19610 Toll-Free: (800) 427-8545 Telephone: (610) 373-7999 Fax: (484) 772-2946	Hours of Operation: Monday thru Friday, 8:00 a.m. – 5:00 p.m.  <a href="http://www.ugienerylink.com">http://www.ugienerylink.com</a>
<b>Account Number</b>	[REDACTED]	
<b>Price Structure</b>	[Fixed Price.] [Variable Price.]	
<b>Contract Price</b>	[[\$. . .]/Mcf] [\$. . .]/Mcf for the initial billing cycle of service. Thereafter, the price per Mcf will vary each billing cycle based on wholesale natural gas market prices then in effect and shall include a pass through of all wholesale natural gas costs incurred by UGIEL in serving customer's account. There is no limit on how much the price may change from one billing cycle to the next. You will receive notification of the price change when the price takes effect (i.e., when you receive the bill with that price).]	
<b>Service Period</b>	Natural gas supply service from UGIEL for this contract period shall begin at the [REDACTED] meter read date as set by your LDC and continue for a period of [REDACTED] months thereafter.	
<b>Statement Regarding Savings</b>	UGIEL makes no guarantee, representation or warranty of price or energy savings to the customer.	
<b>Deposit Requirements</b>	No deposit required.	
<b>Incentives</b>	N/A	
<b>Contract Start Date</b>	[REDACTED]	
<b>Contract End Date</b>	This Contract shall be in effect during the Service Period stated above and shall continue until either you or UGIEL cancel the Contract pursuant to Section 6 of the Terms & Conditions.	
<b>Early Cancellation Fees</b>	If you have a Fixed Price and you cancel service prior to the expiration of the effective Service Period, an early cancellation fee shall apply. If you have a Variable Price, you may enroll in a Fixed Price offered by UGIEL or cancel service at any time with no early cancellation fee or penalty. If UGIEL cancels this Contract due to Customer non-payment, an early cancellation fee shall apply. For residential and small business accounts, the early cancellation fee shall be equal to a one-time, flat fee of \$75.00. For commercial accounts, the early cancellation fee shall be equal to \$50.00 per month for all unexpired months remaining in the effective service period.	
<b>Renewal Terms</b>	Following the expiration of a Fixed Price, if you do not select another product offering from UGIEL, enroll with another EGS or return to Provider of Last Resort Service, your Contract will automatically renew at a Variable Price. If you are on a Variable Price, the price you will pay will vary each billing cycle based on wholesale natural gas market prices then in effect and shall include a pass through of all wholesale natural gas costs incurred by UGIEL in serving customer's account. There is no limit on how much the Variable Price may change from one billing cycle to the next. You will receive notification of the price change when the price takes effect (i.e., when you receive the bill with that price).	
<b>Natural Gas Distribution Company (LDC) Information</b>	Con Edison Cooper Station P. O. Box 138 New York, NY 10276-0138 Toll Free Number: (800)752-6633 Your LDC will continue to deliver the Gas to your home or business and read your meter. <b>If you have a gas emergency, please contact your LDC immediately.</b>	
<b>Type of Billing Program</b>	Consolidated Bill. This means you will continue to receive only one bill from your LDC. It will contain the standard LDC Distribution Charges and customer charges you normally receive, plus UGI EnergyLink's electric supply charges.	

**YOU MAY RESCIND THIS CONTRACT WITHOUT PENALTY OR OBLIGATION BY PROVIDING UGI ENERGYLINK WITH ORAL OR WRITTEN NOTIFICATION OF YOUR CANCELLATION BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING THIS CONTRACT.**

You ("Customer") agree to purchase exclusively from UGI Energy Services, LLC d/b/a UGI EnergyLink ("UGIEL") all of the Natural Gas requirements of your residential or commercial natural gas account, pursuant to the terms and conditions set forth below ("Terms and Conditions") and the terms in any Customer Confirmation Agreement (together, the Terms and Conditions and any Customer Confirmation Agreement shall be referred to as the "Contract"). Any Customer Confirmation Agreement shall be subject to and governed by these Terms and Conditions. **YOU MAY RESCIND THIS CONTRACT WITHOUT PENALTY OR OBLIGATION BY PROVIDING UGIEL WITH ORAL OR WRITTEN NOTIFICATION OF YOUR CANCELLATION BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING THIS CONTRACT.**

**1. Contract Term/Service Period:** The term of this Contract shall commence on the Customer's enrollment date and shall continue until either Party cancels the contract in accordance with Section 6 below. To meet your Natural Gas requirements beyond the Service Period specified in an effective Customer Confirmation Agreement, you may agree to a renewal offering from UGIEL.

**FOLLOWING THE EXPIRATION OF A FIXED PRICE, IF YOU DO NOT SELECT ANOTHER PRODUCT OFFERING FROM UGIEL, ENROLL WITH ANOTHER NGS OR RETURN TO SUPPLIER OF LAST RESORT SERVICE, THIS CONTRACT SHALL AUTOMATICALLY RENEW AT A VARIABLE PRICE. SEE SECTION 2 FOR DETAILS.**

**2. Contract Price/Fixed or Variable/Other Charges or Fees:** You agree to pay the Contract Price set forth in the Customer Confirmation Agreement for the Natural Gas supply service provided by UGIEL during the applicable Service Period. Unless otherwise provided, the Contract Price shall include Transportation Charges and estimated total state taxes, but excluding applicable state and local sales tax. You agree to pay applicable other state and local sales tax charges which may appear as a separate line item on your bill and (residential customers only) a monthly account administration charge of \$1.50 as applicable. The Contract Price excludes Distribution Charges, which you will continue to owe to your LDC per the LDC's tariff. No additional fees or charges shall apply except as may apply in accordance with this Section 2 and Sections 4, 5 or 8 below. **IF YOU ARE ON A VARIABLE PRICE, THE PRICE YOU SHALL PAY WILL VARY EACH BILLING CYCLE BASED ON WHOLESALE NATURAL GAS MARKET PRICES THEN IN EFFECT AND SHALL INCLUDE A PASS THROUGH OF ALL WHOLESALE NATURAL GAS COSTS INCURRED BY UGIEL IN SERVING CUSTOMER'S ACCOUNT. THERE IS NO LIMIT ON HOW MUCH THE VARIABLE PRICE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. YOU WILL RECEIVE NOTIFICATION OF THE PRICE CHANGE WHEN THE PRICE TAKES EFFECT (I.E., WHEN YOU RECEIVE THE BILL WITH THAT PRICE).**

**3. Notice of Expiration of Fixed Price/Change in Terms/Renewal:** If you have a Fixed Price with us and it is approaching the expiration date, or if we propose to change the terms and conditions of our service, UGIEL will send you two (2) advance written notices in separate mailings before the expiration date and/or effective date of the change in terms. These notifications will explain your options going forward.

**4. Billing/Payment:** If Customer is enrolled in the Consolidated Bill program, UGIEL charges will appear on the LDC's invoice. If Customer is enrolled in the Dual Bill program, UGIEL charges will appear on a separate UGIEL invoice. You agree to pay all invoiced amounts on or before the due date specified on the invoice. If timely payment is not made on an undisputed bill, you may be subject to a late charge from UGIEL equal to the monthly interest rate of 1.5% to the undisputed portion of the bill. If UGIEL is participating in the LDC's Purchase of Receivables program, no late charge by UGIEL shall apply.

**5. Early Cancellation Fee/Penalty:** UNLESS OTHERWISE NOTED IN YOUR OFFER, IF YOU HAVE A FIXED PRICE WITH US AND YOU CANCEL SERVICE PRIOR TO THE EXPIRATION OF THE EFFECTIVE SERVICE PERIOD, AN EARLY CANCELLATION FEE SHALL APPLY. IF UGIEL CANCELS THIS CONTRACT DUE TO CUSTOMER NON-PAYMENT, AN EARLY CANCELLATION FEE SHALL APPLY. FOR RESIDENTIAL AND SMALL BUSINESS ACCOUNTS, THE EARLY CANCELLATION FEE SHALL BE EQUAL TO A ONE-TIME, FLAT FEE OF \$75.00. FOR COMMERCIAL ACCOUNTS, THE EARLY CANCELLATION FEE SHALL BE EQUAL TO \$50.00 PER MONTH FOR ALL UNEXPIRED MONTHS REMAINING IN THE EFFECTIVE SERVICE PERIOD. PLEASE CONTACT UGIEL FOR HELP IN DETERMINING WHETHER YOU QUALIFY AS A SMALL BUSINESS ACCOUNT.

**6. Cancellation of Contract:** Either party may cancel this Contract subject to the provisions of this Section 6, with the effective date of such cancellation to be set by the LDC. **Customer Non-Payment:** If Customer fails to make timely payment, UGIEL may cancel this Contract by providing a notice of cancellation and you will owe us for amounts unpaid up to the effective date of cancellation plus the early cancellation fee. If your Natural Gas service is terminated by your LDC, this Contract shall cancel on the date that your Natural Gas service is terminated and you will owe us for amounts unpaid for our charges for Natural Gas supply service up to the date of termination plus the early cancellation fee. **UGIEL-Initiated Cancellation:** If UGIEL cancels this Contract for any reason other than for Customer non-payment, we will follow applicable rules in providing notice to you and you will owe us for amounts unpaid up to the effective date of cancellation. No early cancellation fee will apply. **Customer-Initiated Cancellation:** If you have a Variable Price, you may enroll in a Fixed Price offered by UGIEL or cancel this Contract at any time with no early cancellation fee or penalty; provided that, you must pay UGIEL for all outstanding amounts owed for service up to the effective date of cancellation. If you have a Fixed Price and you cancel service prior to the expiration of the effective Service Period, you must pay the early cancellation fee plus all outstanding amounts owed for service up to the effective date of cancellation. If you have a Fixed Price, upon expiration of the effective Service Period, you may (1) select a new product offering from UGIEL; (2) continue service with UGIEL on a Variable Price either under these terms and conditions or new terms and conditions as may be proposed by UGIEL; or (3) cancel this Contract without penalty or fee and return to Supplier of Last Resort Service or enroll with another NGS. **Customer Move:** If Customer moves from the current address, this Contract shall cancel and you will owe us for amounts unpaid up to the effective date of cancellation. No early cancellation fee will apply. Provided Customer is eligible to participate in UGIEL's Natural Gas Choice Program, you may agree to a new Contract with UGIEL to begin at your new residence/business address.

**7. Disclosure:** UGIEL is not the same company as your Local Distribution Company. You acknowledge that you have freely chosen UGIEL as your Natural Gas Supplier. The Natural Gas Commodity Charges you pay under this Contract are set by UGIEL. The PUC regulates the Distribution Charges and services provided by your LDC. The Federal Energy Regulatory Commission (FERC) regulates Transportation Charges and services.

**8. Regulatory Event/New Charges/Pass-Through:** IN THE EVENT THE LDC OR TRANSPORTATION PIPELINE COMPANY IMPLEMENTS A RATE INCREASE OR ADOPTS ANY OTHER CHANGES IN TARIFF OR OTHER REQUIREMENTS THAT RESULT IN A DIRECT INCREASE IN COSTS TO UGIEL IN PROVIDING SERVICE TO CUSTOMERS, UGIEL MAY FLOW THROUGH SUCH INCREASED COSTS TO ITS CUSTOMERS AND YOU AGREE TO PAY YOUR PROPORTIONAL SHARE OF SUCH INCREASED COSTS.

**9. Notices / Contact Information:**

<p><b>How to contact UGI EnergyLink:</b> One Meridian Boulevard, Suite 2C01 Wyomissing, PA 19610 Phone Number: (888) 663-0988 or (610) 743-7016 Fax Number: (610) 374-4288 <a href="http://www.ugienergylink.com">http://www.ugienergylink.com</a></p>	<p><b>How to contact your LDC/Supplier of Last Resort:</b> See your Customer Confirmation Agreement.</p>	<p><b>How to contact the PSC:</b> NYS Department of Public Service 3 Empire State Plaza Albany, NY 12223 PSC's Natural Gas Competition Hotline Number: 1-800-342-3377 <a href="http://www.3.dps.ny.gov">http://www.3.dps.ny.gov</a></p>
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**10. Definitions:**

<p><b>LDC/NGDC:</b> The public utility that provides facilities for the transmission and distribution of Natural Gas to retail customers. The LDC is regulated by the PUC. <b>NGS (Natural Gas Supplier):</b> An entity licensed by the PUC that sells Natural Gas to customers using the transmission or distribution facilities of the LDC.</p>	<p><b>Commodity Charges:</b> The charges for basic gas supply service sold by volume (Ccf/Mcf). <b>Ccf/Mcf:</b> The basic unit of measure at the meter for Natural Gas. A Ccf is the equivalent of using 100 cubic feet of gas. A Mcf is the equivalent of using 10 cubic feet of gas. <b>Distribution Charges:</b> The charges for the delivery of Natural Gas from the LDC to your premises. These charges are regulated by the PUC.</p>	<p><b>Supplier of Last Resort:</b> The company providing Natural Gas services, as determined by the PUC, to those customers not receiving service from an NGS. <b>Transportation Charges:</b> The charges UGIEL incurs for moving Natural Gas from the well through a series of pipelines called the interstate transportation system, which delivers the natural gas to the local NGDC.</p>	<p><b>PSC (Public Service Commission):</b> The State regulatory agency that provides oversight, policy guidance and direction to LDCs, NGSs and Suppliers of Last Resort.</p>
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**11. Miscellaneous:** Ownership to, and the risk of losing the Natural Gas delivered by UGIEL shall transfer to Customer once the LDC has taken possession of the Natural Gas for Customer's account. UGIEL shall not be liable for its failure to deliver Natural Gas due to causes beyond its reasonable control. In such event, UGIEL shall notify you, stating the reasons for its failure, and make reasonable effort to resume performance as quickly as possible. This Contract is governed by the laws of Pennsylvania. This Contract comprises the parties' final understanding, and may be modified only by writing signed by both parties. If any provision of this Contract is unlawful or unenforceable, the parties shall perform under its lawful and enforceable terms. Customer may not assign this Contract without the prior written consent of UGIEL. UGIEL may, without notice, transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any LDC Purchase of Receivables program or any financing or other financial arrangements. UGIEL may, upon 30 days advance written notice, transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of UGIEL or to another supplier. ALL WARRANTIES WHETHER EXPRESS OR IMPLIED ARE EXPRESSLY DISCLAIMED AND EXCLUDED FROM THIS CONTRACT TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, GUARANTEED ENERGY OR PRICE SAVINGS, OR OTHERWISE. UGIEL IN NO INSTANCE SHALL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THIS CONTRACT, REGARDLESS OF WHETHER A CLAIM IS MADE OR REMEDY IS SOUGHT IN CONTRACT, TORT OR OTHERWISE.