



P.O. Box 6036  
Austin, TX 78762  
(800) 279-9023  
www.quakeenergy.com

<b>Quake Energy Terms and Conditions Summary</b>	
<b>Rate Type</b>	Per e-mail enrollment confirmation
<b>Rate Plan</b>	Per e-mail enrollment confirmation
<b>Estimated Starting Date</b>	Next Meter Reading
<b>Early Termination Fee</b>	Per e-mail enrollment confirmation

### **Quake Energy Terms and Conditions** Version: W05.24.19.1

Quake Energy is certified by the Public Utilities Commission of Ohio (“PUCO”) to provide natural gas to Local Distribution Company (“LDC”) customers through the *Energy Choice* Program. This document outlines Quake Energy’s Terms of Service (“Agreement”) and is effective as of the customer’s enrollment date. By enrolling with Quake Energy, the customer consents to this Agreement.

**Rate and Term (Fixed):** Quake Energy agrees to supply your LDC with natural gas at the agreed upon rate which will be distributed to the customer at the registered service address(es) for the period of time indicated on the e-mail enrollment confirmation notice. After this, the customer will default to Quake Energy’s monthly variable rate plan and can cancel at any time without a fee. The monthly variable rate varies based on weather, supply, demand, and profit. The customer may also contact Quake Energy to enroll in an available rate plan. The Quake Energy rate excludes taxes and delivery fees. If an Early Termination Fee is in effect for this plan, it is noted above.

**Rate and Term (Variable):** Quake Energy agrees to supply your LDC with natural gas at the agreed upon rate which will be distributed to the customer at the registered service address(es) on a month-to-month basis as demarcated by the customer’s meter reading dates and until cancelled by notice as indicated on the e-mail enrollment confirmation notice. The monthly variable rate varies based on weather, supply, demand, and profit. The customer may also contact Quake Energy to enroll in an available rate plan. The Quake Energy rate excludes taxes and delivery fees. If an Early Termination Fee is in effect for this plan, it is noted above.

**Cancellation/Changes:** This Agreement may be cancelled by the customer at any time by calling Quake Energy at 1-800-279-9023, Monday through Friday from 8:00 A.M. – 5:00 P.M. (CST), written notice to Quake Energy, PO Box 6036, Austin, TX 78762, or [customercare@quakeenergy.com](mailto:customercare@quakeenergy.com). An Early Termination Fee may apply as noted above. Quake Energy agrees to submit the customer’s cancellation to LDC within three (3) business days of receipt of notice, after which time the customer’s account will be re-assigned according to LDC’s policies. Quake Energy may also cancel this Agreement with seven (7) days written notice or immediately upon the customer’s violation of a Quake Energy or LDC policy. Unless required by governing law (including but not limited to a LDC service change, change in law, or other regulatory order), Quake Energy may make changes to this Agreement with thirty (30) days written notice before such changes. **If, due to a change in market conditions, Quake Energy wishes to lower the price per Mcf, it may do so without consent provided there are no other changes to the terms and conditions of the contract.**

**Billing:** The customer will continue to receive a monthly bill from LDC. This bill will include applicable fees and charges from LDC and the Commodity (Quake Energy) Charge. All billing terms and conditions set forth by LDC and the LDC Tariff apply. The customer authorizes Quake Energy to obtain billing and usage history from LDC in order to service the customer’s account. The customer is responsible for providing LDC with accurate account information, including telephone numbers and mailing addresses. Quake

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Energy is not responsible for any late charges, cancellation fees, or billing disputes between the customer and LDC or another supplier.

**Moving/Termination:** This agreement will automatically terminate if the customer relocates outside the LDC service territory, if the requested service location is not served by Quake Energy, or if the Customer returns to his/her incumbent natural gas company's (LDC's) applicable tariff service. In the event the customer relocates within the LDC service territory, the customer agrees that LDC may provide Quake Energy with new account information and meter readings in order to continue service. Quake Energy may assign this Agreement subject only to regulatory approvals. The customer is allowed a seven (7) business day period from the confirmation notice postmark date to rescind the enrollment. If the customer wishes to rescind this enrollment, he or she should contact LDC.

The customer has a right to terminate this Agreement without penalty in the event the customer relocates outside the service territory of LDC or within the service territory of an incumbent natural gas company that does not permit portability of the Agreement.

**Limitation of Liability/Eligibility/Jurisdiction:** The customer acknowledges that this Agreement is for residential and small commercial customers in the LDC territory. By entering this Agreement, the customer guarantees that the enrolled accounts are residential or small commercial. Quake Energy is not responsible for any decision arising out of LDC regarding the termination of customers from any LDC service. In the event of a *Force Majeure* as defined by LDC or any transmitting or transporting entity, Quake Energy is not responsible for supplying natural gas.

**Entire Agreement:** This document represents the entire agreement between Quake Energy and the customer and supersedes all other agreements that have come before it.

**Privacy Policy:** Quake Energy will not disclose the customer's personal information, including account number, social security number, or any customer information to any third party without the customer's affirmative written or electronic consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code.

**Disclosures, Contacts, and Dispute Resolution:** Billing and metering issues should be addressed with LDC using the information on the customer's bill. For other inquiries, the Quake Energy customer care desk is available during normal business hours from 8:00 A.M. – 5:00 P.M. (CST), Monday through Friday at: 1-800-279-9023 or [customercare@quakeenergy.com](mailto:customercare@quakeenergy.com). Mailing address: PO Box 6036, Austin, TX 78762. If the customer's complaint is not resolved after speaking with Quake Energy, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov), <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at [www.pickorg](http://www.pickorg), <http://www.pickocc.org>. Quake Energy is not responsible for any switching fees that may be assessed by your incumbent natural gas company. The customer has the right to request up to twenty-four months of his/her payment history from Quake Energy. Should the customer fail to pay the bill or meet any agreed-upon payment arrangement with the incumbent natural gas company, the customer's service may be terminated in accordance with the incumbent natural gas company's tariffs and the customer's contract with its retail natural gas supplier may be automatically terminated. The customer may stay with the incumbent natural gas company if he or she chooses. The incumbent natural gas company will send a confirmation notice of the transfer of service, and the

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