



## District of Columbia Natural Gas Pamphlet

Supplier Information	DC License # GA-2019-13 SunSea Energy DC, LLC 1930 Mariton Pike East, Suite N73, Cherry Hill, NJ, 08003 1-844-277-7517 Email: <a href="mailto:customer care@sunseaenergy.com">customer care@sunseaenergy.com</a> Website: <a href="http://www.sunseaenergy.com">www.sunseaenergy.com</a>
Price Structure	<input type="checkbox"/> Fixed <input type="checkbox"/> Variable
Supply Price	<input type="checkbox"/> Fixed Rate is _____ Months at PRICE \$ _____ per therm. <input type="checkbox"/> Initial Month to Month Variable Rate starts at PRICE \$ _____ per therm.
Statement Regarding Savings	The supply price does not guarantee savings.
Incentives	None
Contract Start Date	Contract will begin on the next applicable meter read date after the enrollment request is accepted by your Local Utility.
Contract Term/Length	The initial term of this Agreement is set forth above, subject to renewals as set forth herein. The initial term of this Agreement commences as of a date determined by your utility. The term for Variable Service Agreements is 1 Month.
Cancellation/Early Termination Fees	Early Termination of a Fixed Rate Service Agreement, prior to its expiration date, will incur a one-time fee of \$50.00. Service will remain in effect until such time as the Utility completes the termination in accordance with its rules.  There is no early termination fee for Variable Rate Service Agreements.
Renewal Terms	For <u>Variable Rate</u> service, upon completion of the initial one-month term this Agreement will renew automatically and continue in full force and effect on a month-to-month basis thereafter unless either party elects not to renew by giving the other party at least 30 days' advance notice before the end of any one-month term.  If you have a <u>Fixed Rate and /or Term Agreement</u> with us and it is approaching the expiration date, or if we propose to change our terms of service, we will send you advanced notice 45 days before either the expiration date or the effective date of the changes. We will explain your options in this advanced notice, including your right to cancel this Agreement without penalty upon expiration of your fixed rate.
Rate for Next Billing Period	Customers may obtain information regarding the rate for the next billing period by contacting our customer care center 12 days prior to the close of the billing period.

**For additional information, please refer to your Terms and Conditions.**

**Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.**



**District of Columbia Residential and Small Commercial  
Natural Gas Service Agreement Terms of Service**

**DC License # GA-2019-13**

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**TERMS OF SERVICE**

This is an agreement for natural gas service between SunSea Energy DC, LLC ("SunSea Energy," Company," or "we") and you, the customer and/or buyer, for the service address or addresses set forth in your Welcome Letter or Natural Gas Service Agreement. Together, this Disclosure Statement, including the Terms of Service and Natural Gas Pamphlet set forth herein, and your Natural Gas Service Agreement (NGSA) collectively describe your agreement with respect to your purchase of natural gas generation service from the SunSea Energy (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. SunSea Energy is licensed by the District of Columbia Public Service Commission to offer and supply natural gas services in the District of Columbia. We set the supply prices and charges that you pay. Your Local Distribution Utility will deliver the natural gas to you. The Public Service Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Definitions**

- Small Commercial Customer – A nonresidential customer that has annual usage of less than 20,000 therms during the most recent consecutive 12-month period.
- Local Distribution Utility (LDU) – A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Commodity Charge – Charge for the supply of natural gas
- Public Service Commission (PSC) – The District of Columbia Public Service Commission.
- Transmission Charge – Charge for moving natural gas from a supply point to the distribution system of a natural gas distribution company.

**Right of Rescission – The customer has the right to rescind this Agreement within three (3) business days of your signing (if executed in person), or from your receipt of this Agreement (if enrolled via a telephonic or internet-based sale), whichever occurs first, by contacting SunSea Energy by phone or in writing. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The customer is liable for all SunSea Energy charges until the Customer returns to the Utility or another supplier.**

**1. Basic Service Prices.**

Your rate plan will be as specified in your Welcome Letter or Natural Gas Service Agreement.

*Fixed Rate Plan:* You will pay the fixed rate per therm as specified in your Welcome Letter or Natural Gas Service Agreement for the length of your Term.

*Variable Rate Plan:* The rate per therm may be adjusted monthly to reflect market conditions, including market pricing of commodity, transportation, profit, and other market price factors. Service continues on a month to month basis and may be cancelled by the Customer at any time without penalty.

*For Variable Rate gas service that includes a three-month introductory price,* customers will pay the introductory rate(s) set forth above for the first three months of service; beginning in the fourth month of service, such customers will pay a price for gas and/or electricity determined according to the variable rate pricing method set forth above. SunSea Energy will have the option, on notice to you, to adjust the Billing Quantity for fuel and line loss retained by your utility and interstate transporters from the Purchase Quantities. You are also responsible for paying all applicable taxes and fees. If you are tax exempt, you must furnish SunSea Energy with an exemption certificate before service begins.

The rate you pay SunSea Energy DC will include the Commodity Charge and Transmission Charge. Your price does not include applicable District of Columbia sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on LDU's bill as a separate line item or as part of the price of natural gas, as required by law, rule or regulation) and LDU charges for delivery and distribution services. SunSea Energy's prices are not regulated by the PSC. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide SunSea Energy with the necessary certificates and other documentation to qualify for such status.

**2. Billing.** Your LDU will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Commodity Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. SunSea Energy does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous Energy Service Company ("ESCO").

**3. Length of Agreement (Term).** The Term of this Agreement is as specified on your Welcome Letter or Service Agreement. With the exception of a new meter installation or special meter reading date, you will buy your natural gas service for the service addresses set

forth in your Welcome Letter or Natural Gas Service Agreement from SunSea Energy on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. This Agreement shall remain in effect until you notify SunSea Energy in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the LDU completes the termination in accordance with its rules

#### **4. Penalties, Fees and Exceptions.**

**You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the early termination fee will be specified in your Welcome Letter or Natural Gas Service Agreement.**

Early Termination of a Fixed Rate Service Agreement, prior to its expiration date, will incur a one-time fee of \$50.00. Service will remain in effect until such time as the Utility completes the termination in accordance with its rules. Variable Rate Service Agreements are not subject to a fee for early termination. Notwithstanding the foregoing, you may cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. SunSea Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

**5. Cancellation Provisions.** You may cancel this Agreement without any penalty any time before midnight of the third business day of signing (if executed in person) or from your receipt of this Agreement (if enrolled via a telephonic or internet-based sale), whichever occurs first. After such third business day, you may cancel this Agreement at any time by calling SunSea Energy at 1-844-277-7517, but you will be required to pay the early termination fee described in Section 4 above, if applicable. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date SunSea Energy notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of natural gas service is completed. If for any reason SunSea Energy is no longer able to economically continue this Agreement, SunSea Energy may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of SunSea Energy if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to SunSea Energy is or becomes untrue. Prior to cancellation of this Agreement, SunSea Energy will mail one (1) written notice forty-five (45) days prior to its intent to cancel, the customer service address listed in this Agreement. Upon early termination of this Agreement by SunSea Energy, your available remedies will be limited as provided in the provisions of this Agreement and Terms of Service. If this Agreement is canceled, expires, or otherwise terminated, you will receive a final bill rendered within twenty (20) days after the final scheduled meter reading, or, if access is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading; with uninterrupted service from the LDU until you designate another provider of natural gas service or service is shut off by the LDU. Only the LDU may shut off your natural gas service. If SunSea Energy cancels this agreement for any reason other than non-payment you will be mailed one (1) notice forty-five (45) days prior to your service being returned to the LDU.

**6. Agreement Expiration/Change in Terms.** If you have a fixed term agreement with us and it is approaching the expiration date, or if we propose to change our terms of service, we will send you (1) advanced mailed notice 45 days before either the expiration date or the effective date of the changes. We will explain your options in this advanced notice, including your right to cancel this Agreement without penalty upon expiration of your fixed rate. SunSea Energy will provide written notice to you, free of charge, and a copy of any material change to this Agreement prior to the date any such change becomes effective. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. After notifying you of an approaching expiration or change, we will follow your instructions. If you do not respond to the notice, SunSea Energy may implement the changes described to your account.

**7. Information Release and Authorization.** By accepting this contract you authorize SunSea Energy to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service, and when charges under this agreement are included on your Utility bill or other billing and payment information from the Utility. You authorize SunSea Energy to release that information to third parties who need to use or be aware of such information in connection with your natural gas service, as well as to its affiliates and subcontractors for marketing purposes. SunSea Energy will not provide or sell such information to any other party without your written consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. You may rescind these authorizations at any time by either calling SunSea Energy at 1-844-277-7517 or providing written notice to SunSea Energy. SunSea Energy reserves the right to reject enrollment or terminate the agreement if you rescind these authorizations, if you fail to meet or maintain satisfactory credit standing as determined by SunSea Energy or if you fail to meet minimum or maximum threshold natural gas consumption levels as determined by SunSea Energy, If you fail to remit payment in a timely fashion, SunSea Energy may report the delinquency to a credit reporting agency.

**8. Dispute Procedures.** If you have any questions or disputes regarding SunSea Energy's services, contact SunSea Energy's customer service at 844.277.7517. You may contact the Public Service Commission (PCS) if you are not satisfied after discussing your concerns with us. PCS contact information is provided at the bottom of this Agreement for your convenience.

**9. Limitation of Liability.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas after receipt at the delivery point or points. SUNSEA WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH

DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

#### 10. Miscellaneous.

(a) If SunSea Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of SunSea Energy that adversely affects, interrupts, or precludes its performance. Force Majeure events may include, and are not limited to, fire, acts of God or public enemy, government restraint or order, extraordinary weather, labor strike, lockout or industrial disturbance, act of terrorism, war, flood, explosion, the unavailability for any reason of local, intrastate, or interstate electric or gas transportation systems, and other events that cannot be prevented or overcome by the ordinary due diligence of the affected party. In addition, acts of other parties, including without limitation, RTOs, aggregators, other suppliers, qualified scheduling entities, LDUs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure. A Force Majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

(b) Your natural gas service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any natural gas provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of natural gas under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for natural gas generation service. SunSea Energy and you will be bound by the measurement from the meters owned, installed, maintained, and read by the LDU.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the District of Columbia, without regard to principles of conflicts of law.

(d) These Terms of Service, along with your Welcome Letter or Natural Gas Service Agreement, constitute the entire agreement between you and SunSea Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and SunSea Energy concerning the subject matter of the Agreement.

(e) You may not assign this Agreement or your obligations under this Agreement without SunSea Energy's prior written consent. SunSea Energy may assign this Agreement, together with all rights and obligations hereunder, to (i) SunSea Energy's natural gas supplier, or such supplier's designee, (ii) an affiliate of SunSea Energy or to any other person succeeding to all or substantially all of SunSea Energy's assets, or (iii) in connection with any financing or other financial arrangement.

(f) Any failure by SunSea Energy to enforce any term or condition of your natural gas service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Severability: should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, waivers, and will survive the termination or expiration of this Agreement.

#### 11. Energy Products

Renewable Energy Products – Sunsea Energy supports 100% renewable energy (electricity) producers in the United States through the acquisition of Renewable Energy Certificates that are equivalent to the power you consume.

Standard Energy Products – Sunsea Energy products are sourced via a combination of renewable energy sources, hydropower, natural gas, nuclear, and/or coal. Renewable energy sources may include a variation of solar, wind, geothermal, and/or biomass.

**12. Contact Information.** In the event of an after-hours emergency, you can contact SunSea Energy to hear a recorded message containing the emergency contact numbers for your LDU.

Energy Services Company:

**SunSea Energy DC, LLC**  
**1930 Marlton Pike East, Suite N73**  
**Cherry Hill, NJ 08003**  
**1-844-277-7517**  
**DC License # GA-2019-13**  
**www.sunseaenergy.com**  
**Hours of Operation: M-F 9:00 a.m. to 5:00 p.m**

Local Distribution Utility

Baltimore Gas and Electric Company  
PO Box 1475, Baltimore, MD 21203  
1-800-685-0123 for Residential and 1-800-265-6177 for  
Business [www.bge.com](http://www.bge.com)  
1-877-778-2222

In the case of an outage, call:

Local Distribution Utility  
Chesapeake Utilities Corporation  
909 Silver Lake Boulevard Dover, DE 19904  
1-800-427-0015  
www.chpk.com  
In the case of an outage, call:  
1-800-427-2883

Local Distribution Utility  
Washington Gas Light Company  
6801 Industrial Road  
Springfield, VA 22151  
1-800-752-7520  
www.washingtongas.com  
In the case of an outage, call:  
1-800-752-7520

Local Distribution Utility  
Columbia Gas of Maryland PA  
Box 742519, Cincinnati, OH 45274-2519  
1-888-460-4332  
www.columbiagasofmd.com  
In the case of an outage, call:  
1-888-460-4332

Local Distribution Utility  
Elkton Gas  
125 E High Street, Elkton, MD 21921  
1-866-281-6483  
www.elktongas.com  
In the case of an outage, call:  
1-866-281-6774

Public Service Commission:  
District of Columbia Public Service  
Commission  
1333 H Street, NW Suite 200, West Tower  
Washington DC 20005  
1.202.626.5100  
www.dcpssc.org

Office of People's Counsel:  
Office of the People's Counsel  
1133 15<sup>th</sup> Street N.W. Suite 500  
Washington DC 20005  
1.202.727.3071  
www.opc-dc.gov



SUNSEA ENERGY DC, LLC.

**RESIDENTIAL AND SMALL COMMERCIAL NATURAL GAS SERVICE AGREEMENT**

CUSTOMER DISCLOSURE STATEMENT	
PRICE	<input type="checkbox"/> Fixed Rate is _____ Months at PRICE \$ _____ per therm. <input type="checkbox"/> Initial Month to Month Variable Rate starts at PRICE \$ _____ per therm.
HOW PRICE IS DETERMINED	<input type="checkbox"/> Customers with a <u>Fixed Rate Agreement</u> will pay the fixed rate price listed for the initial term set forth herein.  Customers with <u>Variable Rate Agreements</u> will pay a price for gas that varies from month to month based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that SunSea performs for you, and other prevailing market conditions. The initial price for Variable Rate gas service is set forth above.  SunSea Energy will have the option, on notice to you, to adjust the Billing Quantity for fuel and line loss retained by your utility and interstate transporters from the Purchase Quantities. You are also responsible for paying all applicable taxes and fees. You are responsible for paying all applicable taxes and fees. If you are tax exempt, you must furnish SunSea Energy with an exemption certificate before service begins.
AGREEMENT LENGTH AND END DATE	The initial term of this Agreement is set forth above, subject to renewals as set forth herein. The initial term of this Agreement commences as of a date determined by your utility. The term for Variable Rate Service Agreements is 1 month.
HOW CUSTOMER MAY RESCIND THE AGREEMENT WITHOUT PENALTY	You may rescind this Agreement within three business days of your signing (if executed in person), or your receipt of this Agreement (if enrolled via a telephonic or internet-based sale), whichever occurs first, by calling SunSea Energy at (844) 277-7517 or emailing SunSea Energy at <a href="mailto:customer@sunseaenergy.com">customer@sunseaenergy.com</a> . This agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. You, the buyer, are liable for all SunSea Energy charges until you return to the Utility or select another supplier.
AMOUNT OF EARLY TERMINATION FEE AND METHOD OF CALCULATION	Early Termination of a Fixed Rate Service Agreement, prior to its expiration date, will incur a one-time fee of \$50.00. Service will remain in effect until such time as the Utility completes the termination in accordance with its rules. There is no early termination fee for Variable Rate Service Agreements.
AMOUNT OF LATE PAYMENT FEE AND METHOD OF CALCULATION	You will pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by SunSea Energy within 20 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower.
RENEWAL OF THE AGREEMENT	For <u>Fixed Rate</u> service, upon completion of the initial or any renewal term, the residential customer will receive an additional notice <b>45-60 days</b> prior to the renew date, informing them of the new rate and of his or her opportunity to decline or change the terms of the agreement prior to the renewal. When a <u>fixed-price agreement is renewed as a fixed price agreement</u> the residential customer will receive an additional notice that is sent within 10 days prior to the date of the issuance of the first billing statement under the renewed contract. The residential customer can rescind their consent to the renewed fixed rate agreement without any termination fees within three (3) days from receiving the first billing statement under the terms of the contract.  For <u>Variable Rate</u> service, upon completion of the initial one-month term, this Agreement will renew automatically and continue in full force and effect on a month-to-month basis thereafter unless either party elects not to renew. See Terms of Service for Termination.
CONDITIONS UNDER WHICH SAVINGS ARE GUARANTEED	None guaranteed.