



P.O. Box 6036  
Austin, Texas 78762  
(800) 930-5427  
www.provisionpg.com

Provision Power & Gas Terms and Conditions Summary	
Rate Type	Per e-mail enrollment confirmation
Rate Plan	Per e-mail enrollment confirmation
Estimated Start Date	Next Meter Reading
Early Termination Fee	Per e-mail enrollment confirmation

## Provision Power & Gas Terms and Conditions Version W.05.24.19.1m

Provision Power & Gas, LLC, a Delaware limited liability company ("PROVISION"), is licensed by the Michigan Public Service Commission ("MPSC") to provide natural gas to your Local Distribution Company ("LDC") customers as an Alternative Gas Supplier. This document outlines PROVISION's Contract of Terms and Conditions ("Contract") and is effective as of the customer's enrollment date. By enrolling with PROVISION, the customer consents to this contract and the terms contained herein and authorizes PROVISION to become his/her alternative natural gas supplier. PROVISION's service will begin within 1-2 billing cycles according to the LDC billing calendar.

**Term and Rate (Fixed):** PROVISION agrees to supply LDC with natural gas 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 PROVISION'S monthly variable rate plan and can cancel at any time without a fee. The monthly variable rate will fluctuate based on the NYMEX settle price + an amount not to exceed \$5.00/Mcf. For example, if the NYMEX settle price is \$2.50/Mcf, then the monthly variable rate will be less than or equal to \$7.50/Mcf.

**Term and Rate (Variable):** PROVISION agrees to supply LDC with natural gas 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 provided by this contract. The monthly variable rate will fluctuate based on the NYMEX settle price + an amount not to exceed \$5.00/Mcf. For example, if the NYMEX settle price is \$2.50/Mcf, then the monthly variable rate will be less than or equal to \$7.50/Mcf.

**Cancellation:** The customer has a 30-day unconditional right to cancel this contract without termination fees following the e-mail enrollment confirmation notice. **The customer should contact PROVISION to cancel this contract: 800-930-5427.** PROVISION 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. PROVISION may cancel this contract with seven (7) days written notice or immediately upon the customer's violation of a PROVISION or LDC policy, including billing and payment violations. Any such cancellation by PROVISION or disconnection of service by LDC does not excuse the customer from paying any outstanding amounts owed to PROVISION, all of which shall be due according to LDC's billing schedule.

**Change in Terms of Service.** PROVISION may make changes to the terms and conditions in this contract at any time by providing notice in writing at least thirty (30) days before any said changes.

**Billing:** The customer will continue to receive a monthly bill from LDC. This bill will include PROVISION's Gas Commodity Charge which replaces LDC's Gas Cost Recovery (GCR) Factor. All billing terms and conditions set forth by LDC and the LDC Tariff apply. The PROVISION rate excludes state and local taxes. Customer authorizes PROVISION to obtain billing and usage history from LDC in order to service the customer's account. The customer is responsible for providing PROVISION with accurate account information,

**In the event of an emergency, please call 911.**



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including telephone numbers and mailing addresses. PROVISION is not responsible for any charges or other billing disputes between the customer and LDC or another supplier. A \$10.00 (ten dollar) switching fee may be charged by the LDC if Customer switches suppliers more than once within a 12-month period. Such fee is subject to LDC rules.

**Moving/Termination:** This contract will automatically terminate if the customer relocates outside the LDC service territory or if the requested service location is not served by PROVISION. In the event the customer relocates within the LDC service territory, the customer may re-enroll under a new contract. Regulatory or market changes, including those by the MPSC, may make it economically infeasible for PROVISION to continue to supply gas according to this contract. In the event of such changes, PROVISION may terminate this contract without penalty with thirty (30) days written notice.

**Assignment/Limitation of Liability/Eligibility/Jurisdiction:** The customer acknowledges that this contract is for residential and small commercial customers in the LDC territory. By entering this contract, the customer guarantees that the enrolled accounts are residential or small commercial. PROVISION 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, PROVISION is not responsible for supplying natural gas. Any liability not excused by *Force Majeure* or otherwise shall be limited to actual direct damages and in no event shall either PROVISION or the customer be liable for consequential, incidental, punitive, exemplary, or indirect damages or lost profits. This contract shall be interpreted under the laws of the state of Michigan.

The customer may not assign any of the customer's rights or obligations under this contract without the prior written consent of PROVISION. This contract is assignable by PROVISION subject only to regulatory approvals.

**Entire Agreement:** This document represents the entire agreement between PROVISION and the customer and supersedes all other contracts, verbal and written, that have come before it. There are no third-party beneficiaries to this contract. Except for modifications by PROVISION as provided above, any modification or amendment of this contract shall be effective only if made in a written amendment executed by both PROVISION and the customer, and no amendment or modification shall be made to this contract course of performance, course of dealing or customs in the industry. Notwithstanding anything to the contrary, if any provision of this contract is deemed to be invalid, illegal or otherwise unenforceable, this contract shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If any such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provision shall be severed from this contract, and all other provisions hereof shall remain in full force and effect. Any failure of PROVISION to enforce any term or condition of service or to exercise any right under this contract shall not be considered a waiver of PROVISION's right thereafter to enforce each and every such term and condition or to exercise such right or any other right under this contract.

**Contact and Dispute Resolution:** Billing and metering issues should be addressed with LDC using the information on the customer's bill. For other inquiries, the Provision Power & Gas customer care desk is available during normal business hours at: 800-930-5427 or [care@provisionpg.com](mailto:care@provisionpg.com). Mailing address: PO Box 6036, Austin, TX 78762. If the customer's inquiry is not resolved after contacting PROVISION, he or she can contact MPSC: 1-517-284-8100.

**Residential:** I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder. I understand that by signing this contract, I am switching the gas Supplier for this account to Provision Power & Gas. I understand that gas purchased for this account by Provision Power & Gas will be delivered through Consumers Energy's delivery system.

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**The account holder, or the person who signed this contract on behalf of the account holder, has 30-days after today to cancel this contract for any reason through written or verbal notification to Provision Power & Gas.**

**Small Commercial (500 Mcf or less): I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to Provision Power & Gas I understand that gas purchased for this commercial account to Provision Power & Gas will be delivered through Consumer's Energy's delivery System. The legally authorized person to execute a contract and legally bind the business in this contract has 30-days after today to cancel this contract for any reason through written or verbal notification to Provision Power & Gas.**

**In the event of an emergency, please call 911.**