

Residential Natural Gas Supply Service Agreement
Terms and Conditions
Effective January 1, 2019

GENERAL CONDITIONS

Deca Energy Inc. (Deca Energy) agrees to sell natural gas for delivery to Customer's home for the fixed monthly price and term indicated in the Residential Energy Supply Agreement. Customer agrees to the terms and conditions set forth in this Agreement. This Agreement is contingent on Customer providing complete and accurate information to Deca Energy and on Washington Gas Light (Washington Gas) accepting Customer for gas delivery service, with subsequent acknowledgement by Deca Energy. Deca Energy and Customer understand that the price charged for gas delivery service in this Agreement is not subject to regulation by any utility regulatory commission. This Agreement constitutes the entire Agreement between Customer and Deca Energy. No statement, promise or inducement made by either party that is not contained in this Agreement shall be valid or binding.

NATURAL GAS SUPPLY SERVICE

Deca Energy will arrange for delivery of natural gas to Customer's home using Washington Gas distribution pipelines. Customer agrees to pay Deca Energy in accordance with the terms specified in this Agreement. The actual date that Deca Energy gas deliveries can begin will depend on the Customer's billing cycle with Washington Gas. Delivery of gas cannot be terminated or interrupted by Washington Gas as a result of any dispute between Deca Energy and Customer.

BILLING AND PAYMENT

Customer will receive a bill each month from Deca Energy which is due and payable to Deca Energy. The Customer's Comfort Zone™ price includes all commodity gas charges, utility distribution charges, applicable storage and balancing charges, applicable taxes. Customer is responsible for paying any previously owed unpaid balance to Washington Gas that was owed prior to becoming a customer of Deca Energy. Failure to pay the balance may result in immediate cancellation of this Agreement. Customer authorizes Deca Energy to access Customer's billing and payment information for periods when charges are included on Customer's Washington Gas bills. Late payments will be subject to a late payment charge of 1.5% per month. Deca Energy reserves the right to change billing methods. Customer will be liable for all costs, including legal fees, associated with the collection of outstanding balances. Our payment address is Deca Energy, P.O. Box 9726, Washington, DC 20016.

AUTOMATIC AGREEMENT RENEWAL

If Deca Energy chooses to renew Customer's Agreement, then: at least 45 days prior to the end of the term of the Agreement, Deca Energy shall send Customer a notice offering revised terms and conditions for a Renewal Term. This Agreement shall be automatically renewed with the revised terms and conditions unless Customer cancels the renewal of this Agreement by notifying Deca Energy no later than 30 days prior to the end of the term.

LIMITATION OF SERVICE

Deca Energy reserves the right to cancel this Agreement if the customer uses or intends to use a natural gas pool heater, an outdoor heating system or a natural gas power generator that is connected to the meter for the Washington Gas account specified in this Agreement. Deca Energy reserves the right to conduct a physical inspection of Customer's property with a pool, an outdoor heating system or a power generator.

CANCELLATION BY DECA ENERGY

Deca Energy may cancel this Agreement by giving a 30-day written notice as a result of the following:

1) non-payment by Customer of amounts owed to Deca Energy or to Washington Gas, 2) pursuant to the "Limitation of Service" provision of this Agreement, 3) changes in any legislation, or 4) force majeure. Should Deca Energy cancel this Agreement, Customer will be returned to Washington Gas Sales Service.

CANCELLATION BY CUSTOMER

Customer may cancel this Agreement by notifying Deca Energy in writing or by calling Deca Energy at 202-670-5558 or 1-855-DECA-365 (1-855-332-2365). The effective date of cancellation will be determined by Washington Gas in accordance with the Customer's billing cycle.

ENROLLMENT FEE

None.

EARLY TERMINATION FEE

None.

If you smell gas or in case of emergency, call Washington Gas at 911 or 703-750-1400

CHANGE OF RESIDENCE

If Deca Energy is unable to transfer Customer's natural gas supply service to the new service address for the remainder of the term of this Agreement, Customer may cancel this Agreement without penalty.

EmPOWER MARYLAND

Deca Energy will provide a discount for Customer who has made energy efficiency improvements under the EmPOWER Maryland program. House renovation projects that increase the size of the house by more than 10% do not qualify for the discount.

LIMITATION OF LIABILITY

Customer agrees that in no event shall Deca Energy be liable for any special, punitive, indirect, incidental or consequential damages as a result of non-performance under this Agreement. There are no third party beneficiaries to this Agreement and none are intended by the parties. Any payments due under the terms of this Agreement shall survive termination for any reason.

CREDIT CHECKS

Deca Energy reserves the right to perform credit checks and request financial data on Customer.

DISPUTE RESOLUTION PROCEDURE

The Dispute Resolution Procedure is incorporated by reference and is part of this Agreement.

INFORMATION RELEASE AUTHORIZATION

Through this Agreement, Customer authorizes Deca Energy to obtain information from Washington Gas that includes, but is not limited to: billing and payment history, historical and estimated future gas usage, meter readings, and characteristics of gas service.

CONTACT INFORMATION

Deca Energy can be found on the internet at www.DecaEnergy.com or reached by mail at Deca Energy, P.O. Box 9726, Washington, DC 20016. You can also reach us at 202-670-5558 or 1-855-DECA-365 (1-855-332-2365) between 8:00 AM and 10:00 PM seven days a week.

District of Columbia Public Service Commission - phone: 202-626-5100, website: www.dcpsc.org, address: 1325 G St NW #800, Washington, DC 20005.

Maryland Public Service Commission - phone: 410-767-8000, website: www.psc.state.md.us, address: 6 St Paul St #1600, Baltimore, MD 21202. MD PSC's Office of External Relations toll-free number: 1-800-492-0474.

Virginia State Corporation Commission - phone: 804-371-9611, website: www.scc.virginia.gov, address: 1300 E Main St, Richmond, VA 23219.

DECA ENERGY QUALIFICATIONS

Deca Energy is licensed by the Maryland Public Service Commission (License No. IR-3805), the District of Columbia Public Utility Commission (License No. GA 12-3-5), and the Virginia State Corporation Commission (License No. G-32) to offer natural gas supply services in the Washington Gas service territory. Deca Energy is registered in the Washington Gas Choice Program as an approved natural gas supplier.

Deca Energy reserves the right to cancel the availability of its natural gas offers at any time.

Dispute Resolution Procedure

This policy is intended to address the procedure by which Deca Energy customers can resolve their billing issues.

1. In the event of a billing dispute, the parties will use their best efforts to resolve the dispute.
2. The customer's billing statement includes Deca Energy's toll-free number 1-855-332-2365, by which a customer may contact Deca Energy and with inquiries or complaints.
3. The customer should contact Deca Energy in writing or at the toll-free number to inform the company of the dispute.
4. Upon receipt of the complaint, a Deca Energy representative will review the claim.
5. The customer is obligated to pay the undisputed amount of the bill.
6. Deca Energy will review the complaint and respond within 45 days.
7. Upon completion of the review period, the customer will be informed in writing as to the decision rendered. Any credits or debits will be processed at that time to the customer's account.
8. If the dispute is not resolved within 45 days, the parties may seek all avenues of relief as may be available under customer's contract and applicable laws and regulations, including but not limited to contacting the Maryland Public Service Commission's Office of External Relations at 1-800-492-0474, the District of Columbia Public Service Commission at 202-626-5100, and the Virginia State Corporation Commission at 804-371-9611.

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