



## Illinois Natural Gas Choice Sales Agreement

**Santanna Natural Gas Corporation d/b/a Santanna Energy Services**

**7000 N. MoPac Expy, Suite 200, Austin, TX 73781**

**Terms of Service:** These Terms and Conditions together with your signed written enrollment form, electronic online enrollment record, or recorded telephonic voice recording confirming enrollment consist of the agreement ("Agreement") for natural gas service between you and Santanna Energy Services ("Santanna"). You acknowledge and accept the following terms and conditions as part of your Agreement with Santanna. As an Alternative Gas Supplier ("AGS") Provider, Santanna will supply the commodity portion of your natural gas service as required by your NGU, based on your usage as reported to Santanna by your NGU. Your NGU shall be responsible for distributing and delivering the natural gas to you at rates regulated by the Illinois Commerce Commission ("ICC"). Some Santanna products may contain a fixed fee that applies to your bill each month and does not change with your consumption of natural gas. You may see this referred to as an administrative fee, administration fee, participation fee, or subscription fee.

Contract Summary	
Product	Fixed-Rate Gas 12
Price	\$0.4683 per THM
Term	12 Months
Monthly Subscription Fee	\$0.00
Natural Gas Utility ("NGU")	Nicor Gas

**Your total price in cents per therm with other periodic charges using sample monthly usage levels of 50; 100; and 300 therms are:**

50 Therms	100 Therms	300 Therms
46.83 Cents	46.83 Cents	46.83 Cents

**Rate Plan Price:** During the Initial Term of this Agreement, you will pay Santanna for your natural gas supply service at the price set forth in the Contract Summary of this Agreement. The price you will pay under the Initial Term of this Agreement includes supply charges, but does not include charges from your NGU related to delivery and distribution charges or other fees, state and local taxes, and a monthly subscription fee that is listed in the Contract Summary of this Agreement. You will be charged for the volume of gas you consume, according to your meter reading as reported by your NGU, plus unaccounted-for gas/fuel (F&S) charges. Your NGU will charge Santanna for retail program-related charges relative to your account and usage. Santanna will pass all monthly program-related charges to you.

**Term:** Your service with Santanna will begin on your next scheduled meter read date following your confirmed enrollment with Santanna by your NGU. Your service will continue for the number of months specified in the



Contract Summary above ("Initial Term"), unless terminated earlier. Once your Initial Term expires, the Agreement will automatically renew to a fixed term contract. Details of that renewal offer will be provided to you at least 30 days, but no more than 60 days, before this initial term expires, including updated rates, fees, charges, and taxes for your consideration. Once you have been enrolled with Santanna, you will receive a confirmation notice from your NGU. From the date of the NGU's confirmation notice, you will have ten (10) business days before the switch will become effective. You understand that occasionally there may be delays in the enrollment process under this Agreement and you will not hold Santanna responsible for such delays.

**Cancellation:** You may terminate this Agreement without any cancellation fee or penalty. It may take your NGU additional time to complete the cancellation process, as required under program rules. You are responsible for all charges through the date the cancellation is finalized by your NGU.

**Right of Rescission:** You may rescind your enrollment without penalty within ten (10) business days after the date on your NGU's confirmation notice. You may rescind this Agreement by contacting your NGU at their toll-free telephone number listed below or by contacting Santanna at 800-764-4427.

**Regulatory Disclosure:** Santanna is not the same entity as your gas delivery company. You are not required to enroll with Santanna. Beginning on January 1, 2026, the utility gas supply cost rate per therm is \$0.4200. The utility gas supply cost will expire on February 1, 2026. For more information go to the Illinois Commerce Commission's free website at [www.icc.illinois.gov/ags/consumereducation.aspx](http://www.icc.illinois.gov/ags/consumereducation.aspx). "Santanna is an independent seller of natural gas certified by the Illinois Commerce Commission. Santanna is not representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or consumer group program or a governmental body or program of a governmental body.

**Questions, Complaints and Concerns:** For any questions or concerns, you can contact Santanna's Customer Service Department by phone weekdays from 7:00 a.m. - 6:00 p.m. CST, and Closed on Saturdays at: 800-764-4427, by fax at: 1-800-877-0673, in writing to: 7000 N Mopac Expwy, STE 200, Austin, TX 78731, or through the website at: [www.santannaenergyservices.com](http://www.santannaenergyservices.com).

The gas utility remains responsible for the delivery of natural gas to your premises and will continue to respond to any service calls and emergencies. You will receive written notification from the gas utility confirming a switch of your gas supplier.

**NGU Contact Information:**

Nicor Gas  
P.O. Box 4569  
Atlanta, GA 30302-4569  
Customer Service: 8886426748  
Emergencies: 8886426748

Illinois Commerce Commission's Consumer Services Division: 800-524-0795.

A summary document entitled 'The Uniform Disclosure Statement' (UDS) is attached to this contract. The UDS has important disclosures, including information about your new rate and your right to end this contract without termination fees or penalties. Please read this contract and the UDS carefully.



**Eligibility:** This Agreement is for residential or small commercial customers only. Santanna reserves the right to refuse enrollment to any customer with an outstanding balance. Participation in this program is subject to the rules of your NGU and customers are sometimes terminated from the program either in error or for being in arrears. Santanna's residential and small commercial customer products are not offered to large volume customers. Customers who have annual historical usage of greater than 3,000 therms are ineligible for these products. **Santanna reserves the unlimited right to terminate any customer contract at any time if Santanna discovers a customer's historical usage exceeds the amounts stated above.** Santanna may offer a Rewards program as part of this offer. To participate in Rewards, you must provide a valid email address and have internet access.

If you are a residential customer with an annual historical usage amount that is eligible for Santanna's flat bill product that may be marketed under various brand names like "Unlimited Energy" or "Predict-a-Bill," you will qualify to pay a flat monthly supply charge. The amount you will pay for your flat monthly charge will be determined by your annual historical usage as provided by your local utility. You will continue to be separately responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement. Therefore, your flat monthly charge is not the total amount you will pay each month for natural gas service. Customers enrolled in Unlimited Energy must maintain their energy consumption within that historical consumption range in the performance of their Unlimited Energy contract. If customers exceed their historical monthly consumption by more than 125%, Santanna may contact the customer to offer the customer an alternate product. If Santanna cannot reach the customer or if the customer does not desire an alternate product, Santanna reserves the right to cancel the customer's contract and return the customer to their default service provider or supplier of their choosing.

**Renewable Energy:** If you are enrolling in one of Santanna's clean, green, renewable, or environmental plans, they may be marketed under various brand names, such as "Earth Friendly" or "Renewable Energy." Santanna will purchase carbon offsets to attempt to match the amount of carbon emissions created by your natural gas usage. Santanna reserves the right to determine which carbon offsets it purchases, when to purchase and retire them, and in which registry to retire them.

**Agency:** You appoint Santanna as your agent for the purposes of securing your natural gas supply and grant Santanna authorization to access your NGU account information that includes but is not limited to: copies of a period of your invoices issued by the utility, utility account information, transcripts, usage history and payment history. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. , transcripts, and payment history. You also appoint Santanna as your agent with the purpose of enrolling, servicing and billing you for any products or services other than natural gas offered by or through Santanna, if you choose such products or services in the future, and you authorize Santanna to bill you for such products or services on your monthly NGU bill. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request.

**Payment Terms/Late Fees/Collection:** Payments are applied to past due balance first, then to the current invoice. Late fees are 1.5% per month. You will be responsible for any costs or legal fees incurred by Santanna related to the enforcement of this Agreement.

**Force Majeure:** Certain causes and events out of the control of Santanna may result in interruptions in service and affect the price of supplying natural gas. Santanna will not be liable for the results of any such interruptions or price changes caused by any force majeure event, including but not limited to acts of God, catastrophic weather



events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules or regulations by any governmental authority, or any cause beyond Santanna's control.

**Title, Risk of Loss and Indemnity:** Title to natural gas will pass from Santanna to you when we deliver it to the delivery point for your NGU. Santanna will cease to have title to and risk of loss related to the natural gas when it is delivered to the delivery point for your NGU.

**Warranties and Limitation of Liability:** OTHER THAN THOSE REQUIRED BY LAW, SANTANNA MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SANTANNA WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING BUSINESS INTERRUPTION DAMAGES OR LOST PROFITS. ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY.

**Miscellaneous:** Santanna reserves the right to assign this Agreement to another AGS, upon written notification. You may not assign this Agreement, in whole or in part, without the prior written consent of Santanna. This Agreement with the Contract Summary, including your Welcome Letter, and if applicable, your signed written enrollment form, electronic online enrollment record, and any third-party verification recording, constitute the entire Agreement and understanding between you and Santanna for natural gas service. If any provision of this Agreement is held to be invalid, illegal, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. By choosing to accept this offer from Santanna, you understand and agree to the terms and conditions of this Agreement with Santanna. This Agreement shall be binding upon and benefit you and Santanna, and their respective successors and assigns.

**Dispute Resolution:** Any dispute arising out of or relating to this Agreement, including claims arising in contract, tort, statutory or otherwise, shall be resolved informally amongst the customer and Santanna. If informal resolution is unsuccessful and the dispute requires escalation, the customer shall be limited to review and relief offered by the Illinois Commerce Commission (ICC) customer complaint process. The customer acknowledges that an independent third-party broker may have been involved in the solicitation, enrollment, or customer care of this contract. If so, the customer **MUST** include that broker in any ICC complaint relating to this agreement. **THE CUSTOMER AGREES THAT THEY MUST COMPLETELY EXHAUST ALL ADMINISTRATIVE PROCEDURES AND REMEDIES AVAILABLE TO THEM WITH THE ICC BEFORE SEEKING RELIEF FROM A COURT OF COMPETENT JURISDICTION. THE CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT. THE CUSTOMER EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY. THE CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE IN ARBITRATION OR ANY OTHER FORUM OR VENUE.** This Agreement will be governed by the laws of Illinois without regard to the application of its conflicts of law principles. Should a customer exhaust all informal and administrative remedies in good faith, the customer may then seek to file suit, via bench trial, in a judicial court of competent jurisdiction located in Travis County, Texas. Customer agrees to this stated location, jurisdiction, forum, and venue and expressly waives any challenges to that.

## **UNIFORM DISCLOSURE STATEMENT**

Name: Santanna Natural Gas Corporation DBA Santanna Energy Services

Business Address: 7000 N. MoPac Expwy, Suite 200, Austin, TX 78731

Internet Address: [www.santannaenergyservices.com](http://www.santannaenergyservices.com)

Phone and hours of operation: 866-708-4417 Monday- Friday **7:00 a.m. - 6:00 p.m. CST**

### **Rates and Product Information**

Price (in cents/therms) and number of months this price stays in effect:	46.83 per THM		
Utility Gas Supply Price to Compare (PTC) (in cents/therms):	Price:	Effective:	Expires:
	0.4200 per THM	01/01/2026	02/01/2026
Santanna Energy Services is not the same entity as your gas delivery company. You are not required to enroll with Santanna Energy Services. Beginning on 01/01/2026, the utility gas supply cost rate per therm is 0.4200 per THM. The utility gas supply cost will expire on 02/01/2026. For more information go to the Illinois Commerce Commission's free website at <a href="http://www.icc.illinois.gov/ags/consumereducation.aspx">www.icc.illinois.gov/ags/consumereducation.aspx</a>			
Other periodic charges:	<b>\$0.00 monthly subscription fee</b>		
Total Price (in cents/therms) with other periodic charges:	50 therms	100 therms	300 therms
	<b>46.83 Cents</b>	<b>46.83 Cents</b>	<b>46.83 Cents</b>
Length of contract:	<b>12 months</b>		
Price after the initial price:	Fixed rate may change at time of renewal.		

### **Contract Renewal**

Contract Renewal:	<b>After initial term, your contract will automatically renew.</b> A renewal letter containing terms of the automatic renewal will be given no less than thirty (30) days prior to the end of the Initial Term and will contain renewal terms.
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### **Right to Rescind and Terminate**

Rescission:	You have a right to rescind (stop) your enrollment within 10 business days after the date on your gas utility's written notice confirming the switch of your supplier. You may call us at 1-800-827-0064 or your utility at <b>888-642-6748</b> to rescind.
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Termination:

You have the right to terminate an agreement with an alternative gas supplier **AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES.** You may call us at 1-800-827-0067 to terminate this contract. The limit on early termination fees and penalties shall not apply to charges or fees for devices, equipment, or other services provided by the alternative retail gas supplier.

This is a sales solicitation and the seller is Santanna Energy Services, an alternative gas supplier. If you enter into a contract with the seller, Santanna Energy Services will be your gas supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or a utility program, a consumer group or consumer group program, unless the AGS is, through the consumer group, offering services at prices, terms and conditions that are available solely to members of that organization, or a governmental body or program of a governmental body.

If you have any questions or concerns about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795.

Date:

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Agent  
name/ID:

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