



We appreciate the opportunity to provide you SCANA Energy's Continuous Service Program. Please complete the Continuous Gas Service Agreement and Exhibit A on the following pages. Please return the completed agreement and Exhibit A using one of the options below.

Email:

ACNDdepartment@SCANAEnergy.com

Fax:

1-866-270-1957

Mail:

SCANA Energy
Continuous Gas Agreement Department
2231 S. Centennial Ave.
Aiken, SC 29803

You will receive written confirmation and Agreement number within 5 business days.

Please note completion of this agreement does not initiate gas service. If service needs to be established in your name, please contact our Customer Support Center at **1-877-467-2262**. Representatives are available Monday through Friday 8AM to 7PM and Saturday 8AM to 5PM.

Your tenant(s) may establish gas service by contacting our Customer Support Center at **1-877-467-2262** or online at www.scanaenergy.com.

After the Continuous Gas Service Agreement has been processed, when a tenant vacates the property, the gas service will automatically revert to the name on the Continuous Gas Service Agreement. After the initial service connection, the \$60 service establishment fee will be waived. If the service is disconnected for non-payment, and the tenant has vacated the property, the landlord must call to have service restored.

Sincerely,
Continuous Gas Agreement Department



PLEASE REVIEW THE FOLLOWING BEFORE COMPLETING THE AGREEMENT AND EXHIBIT A.

- Only one name may be listed on the Agreement and, if you currently have an active account with us, the name should be listed as it is on your SCANA Energy account.
- SCANA Energy cannot recognize the account as being part of your Agreement if you establish service using a different name.
- Refer to your Agreement name when establishing gas service at new locations.

ADDITION OF UNITS TO CONTINUOUS GAS AGREEMENT

- Adding a unit to the Continuous Gas Agreement does not initiate a turn on order for that property if the service is physically off. You will need to request service to be established by calling SCANA Energy's Customer Support Center at 1-877-467-2262. You will be charged a one-time connection fee when you connect service.
- To add a unit to an existing Continuous Service Agreement you may call us, email or fax your request.

REMOVAL OF UNITS FROM CONTINUOUS GAS AGREEMENT

- Deleting a unit from a Continuous Service Agreement does not initiate a disconnection order. You must request a landlord disconnect (if you want the gas physically disconnected) by calling SCANA Energy's Customer Support Center at 1-877-467-2262.
- To delete a unit from an existing Continuous Service Agreement you may call us, email or fax your request.
- If the Landlord sells the property, SCANA Energy must be notified in writing with a minimum of 10 business days in advance of closing date.

BILLING AND PAYMENT

- Landlord is responsible for the entire bill as received from SCANA Energy. If the resident fails to establish service or disconnects the gas service prematurely, the landlord will continue to be responsible for full payment until such time that resident activates service.
- SCANA Energy will not recalculate the bill for a tenant to reflect their lease date. Landlord must recover costs directly from resident.
- SCANA Energy's payment terms are Net 20. SCANA Energy will assess late fees and implement credit action on past due accounts.



AGREEMENT FOR CONTINUOUS NATURAL GAS SERVICE

- 1. Purpose:** The Landlord warrants he/she/it owns or manages the property described on Exhibit A (“Property”) and leases parts thereof to tenants who utilize natural gas service. Landlord does not want vacant rental units at the Property to be left without natural gas service after a tenant leaves the Property. Therefore, in the event a tenant requests the gas service to be disconnected to a unit, the natural gas service will be transferred to an account automatically created in the Landlord’s name (the “Reversion Account”) without interruption, except the service will not be automatically transferred into the Landlord’s name if the service to a tenant has been disconnected for non-payment. The transfer of service will become effective on the date a tenant’s disconnection request is scheduled to become effective (the “Reversion Date”).
- 2. Charges/Fees:** Landlord shall be responsible for payment for all charges associated with service anytime the unit appears in the Landlord’s name. The natural gas consumption charge will be calculated using the standard variable price, as filed with the Georgia Public Service Commission, in effect on the first day of the billing cycle that includes the Reversion Date multiplied by usage for that billing period. The Landlord shall pay the same customer service charge as the one in effect for SCANA Energy’s standard variable price, as filed with the Georgia Public Service Commission, on the first day of the billing cycle that includes the Reversion Date. SCANA Energy assesses a full customer service charge for each bill regardless of the number of days of service. Landlord shall be responsible for all taxes, fees, levies, penalties, licenses or charges imposed by any government authority with respect to the gas delivered at and after the delivery point. Landlord will pay all AGL delivery and service charges applicable to Landlord and all charges related to AGL’s obligation assigned to SCANA Energy for Landlord’s account. During those periods subsequent to a tenant’s service being discontinued due to non-payment, the Landlord may specifically request the establishment of natural gas service in the Landlord’s name. In the event the Landlord makes such a request, the Landlord will not be charged a reconnection or service establishment fee; however, the Landlord will be responsible for all other fees associated with the unit during the time the unit appears in the Landlord’s name., including, without limitation, as set forth in section four (4). Where the Agreement is terminated, but the units are not switched to a new provider for service, the Landlord or tenant will continue to be responsible for all costs billed by SCANA Energy.
- 3. Billing:** Upon request by Landlord, SCANA Energy may invoice Landlord for the aggregate amount of gas delivered to all vacant units (whether via reversion or otherwise) and common areas that are in the Landlord’s name using a single, consolidated bill. If Landlord elects consolidated billing, the Landlord shall be responsible for the entire amount set forth on the consolidated bill. In the consolidated bill, SCANA Energy shall provide an accounting of usage for each vacant unit and common area subject to this agreement during the billing cycle.
- 4. Payment:** Buyer shall pay SCANA Energy within twenty (20) days following the receipt of SCANA Energy's invoice. A late fee equal to the greater of (a) \$10.00, or (b) 1.5%, will be applied to previously unpaid balances per month. There is a \$35 charge for any payment delivered or ordered by Landlord that is dishonored or returned unpaid by a financial institution. After the Reversion Date, a fifteen (15) day



notice will be sent prior to disconnection of service to a meter subject to this Agreement. The Landlord is responsible for the charges associated with natural gas consumption until the disconnection has been made. If Landlord's service is disconnected for non-payment, Landlord can reconnect service after the balance in full, a reconnection fee of \$75 per meter and security, if applicable, have been paid. Partial payments may be accepted but will not necessarily result in reconnection of service. SCANA Energy is not obligated to reconnect the Landlord's service under this Agreement. The account may be sent to a third-party collection agency and/ or an attorney for collection purposes. In the event that amounts owed by Landlord hereunder must be collected by or through an attorney-at-law or a collection agency, all reasonable costs of such collection incurred by SCANA Energy, including without limitation reasonable attorney's fees and court costs, shall be paid by Landlord. Landlord shall be responsible for any connection fees associated with establishing natural gas service.

5. Discontinuing Service:

- i. In the event the tenant does not establish service, the Landlord has the right to request the service to be discontinued to any unit. The Landlord will be responsible for all charges associated with any reverted unit until such time as (1) the tenant establishes service, or (2) Landlord requests disconnection of service for that unit and Atlanta Gas Light Company ("AGL") completes the disconnection. Disconnection is dependent upon AGL's service schedule; therefore, a request date by Landlord and the date of disconnection by AGL may be different. AGL, its employees, and agents are not agents or employees of SCANA Energy, and therefore are responsible for their own actions and SCANA Energy shall not be liable for the acts or omissions of AGL, its employees, or agents. AGL is solely responsible for the natural gas while it is in AGL's system between the city gate and the point of delivery to the retail customer and bears sole liability for all injury or damage caused thereby.
- ii. Failure to pay bills in a timely manner for service provided to an account in the Landlord's name, including but not limited to the Reversion Account, may result in disconnection of service and/or termination of this Agreement.
- iii. The Landlord agrees that the Landlord will not request SCANA Energy to turn off natural gas service to any unit on a temporary, seasonal basis. SCANA Energy shall have no obligation to comply with any request from the Landlord for a seasonal turn-off.

- 6. Termination:** This Agreement shall remain in effect until the earlier of: (a) SCANA Energy's receipt of notice that the Property has been sold or is no longer being managed by Landlord; (b) notification of termination is received; or (c) failure to maintain an adequate payment record as described above. Voluntary termination of this Agreement by Landlord/Property Manager shall be made by submitting a request in writing to SCANA Energy by fax (1-866-270-1957) or emailing a request to: ACNDepartment@SCANAEnergy.com. SCANA Energy will process cancellations within twenty days of receipt of request and confirm cancellation to Landlord. Failure to process within twenty days will not be deemed a breach of this Agreement.



SCANA Energy
ATTN: Continuous Gas Service
2231 S. Centennial Ave
Aiken, SC 29803

7. **Severability:** The invalidity of any portion, provision, section, or paragraph of this Agreement shall not affect or render invalid any other portion, provision, section, or paragraph of this Agreement.
8. **Assignment:** This Agreement may be assigned by Landlord; provided, that the Landlord shall provide 45 days prior written notice of any such assignment and name and address of the proposed assignee to SCANA Energy. Upon written notice of any proposed assignment, SCANA Energy may reject the proposed assignment of this Agreement within 45 days of said notice. The duties, obligations, rights and remedies under this Agreement are in addition to and not in limitation of those otherwise imposed or available by law.

Limited Liability: IN NO EVENT SHALL SCANA ENERGY OR ANY OF ITS REPRESENTATIVES, CONTRACTORS, OR AGENTS BE LIABLE TO THE LANDLORD OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, ARISING OUT OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE AGREEMENT, THE SALE OR DISTRIBUTION OF NATURAL GAS, OR LANDLORD'S ACCESS OR USE OF OR INABILITY TO ACCESS OR USE OF NATURAL GAS, WHETHER SOUNDING IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LANDLORD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IF THERE SHALL AT ANY TIME ARISE A LIABILITY ON THE PART OF SCANA ENERGY BY VIRTUE OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES ESTABLISHED HEREBY, WHETHER SOUNDING IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SUCH LIABILITY SHALL NOT EXCEED AN AMOUNT EQUAL TO THE HIGHEST MONTHLY CONSUMPTION CHARGE INCURRED BY LANDLORD DURING THE TERM OF THIS AGREEMENT. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. BY THIS AGREEMENT, SCANA ENERGY MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, WARRANTIES, IMPLIED OR EXPRESSED, INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF ANY AND ALL CONSIDERATION PROVIDED PURSUANT TO THIS AGREEMENT. SCANA ENERGY IS NOT RESPONSIBLE FOR LANDLORD'S USE OF THE NATURAL GAS. SCANA ENERGY IS NOT RESPONSIBLE FOR, AND LANDLORD AGREES TO INDEMNIFY AND SAVE SCANA ENERGY HARMLESS FROM, ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LANDLORD OR ANY OF ITS OFFICERS, TENANTS, RENTERS, LESSEES, EMPLOYEES, CONTRACTORS OR AGENTS. SCANA ENERGY IS NOT RESPONSIBLE FOR THE DELIVERY OF GAS TO LANDLORD'S PREMISES. SCANA ENERGY IS UNDERTAKING NO OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES UPON AND AFTER DELIVERY OF THE NATURAL GAS TO AGL AT THE DELIVERY POINT. SCANA ENERGY EXERCISES NO INDEPENDENT CONTROL OVER AGL'S FACILITIES NECESSARY FOR DELIVERY OF THE NATURAL GAS, AND SCANA



ENERGY UNDERTAKES NO RESPONSIBILITY OR LIABILITY FOR THE OPERATIONS OF AGL OR FOR INTERRUPTIONS, TERMINATION OR DETERIORATION OF ITS DELIVERY OR OTHER SERVICES DUE TO ACTIONS BY AGL OR OTHERS. AGL, ITS EMPLOYEES, AND ITS AGENTS ARE NOT AGENTS OR EMPLOYEES OF SCANA ENERGY. AGL, ITS EMPLOYEES, AND AGENTS ARE RESPONSIBLE FOR THEIR OWN ACTIONS AND SCANA ENERGY SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF AGL, ITS EMPLOYEES, OR AGENTS. AGL IS SOLELY RESPONSIBLE FOR THE NATURAL GAS WHILE IT IS IN THE AGL SYSTEM BETWEEN THE DELIVERY POINT AND THE POINT OF DELIVERY TO THE LANDLORD AND BEARS SOLE LIABILITY, IF ANY, FOR ALL INJURY OR DAMAGE CAUSED THEREBY.

9. Consumer Protection: The parties acknowledge and agree that Landlord is not a "consumer" for purposes of O.C.G.A. § 46-4-152 and Georgia Public Service Commission Rules 515-7-3, 515-7-6, 515-7-8, 515-7-9 and is not a "customer" for purposes of Georgia Public Service Commission Rules 515-7-10. NEVERTHELESS, IN EXCHANGE FOR THE TERMS AND CONDITIONS ESTABLISHED BY THIS AGREEMENT, LANDLORD, TO THE EXTENT IT WOULD BE ENTITLED TO ANY ADDITIONAL CONSUMER OR CUSTOMER SAFEGUARDS BASED ON BEING FOUND TO BE A CONSUMER OR CUSTOMER, AS THE CASE MAY BE, FOR PURPOSES OF O.C.G.A. § 46-4-150 ET SEQ. OR GEORGIA PUBLIC SERVICE COMMISSION RULES 515-7-3, 515-7-6, 515-7-8, 515-7-9, OR 515-7-10, HEREBY KNOWINGLY AND EXPRESSLY WAIVES COMPLIANCE BY SCANA ENERGY WITH, AND RELINQUISHES AND RENOUNCES ALL RIGHTS, IF ANY, CREATED OR ESTABLISHED BY O.C.G.A. § 46-4-150 ET SEQ. OR GEORGIA PUBLIC SERVICE COMMISSION RULES 515-7-3, 515-7-6, 515-7-8, 515-7-9, OR 515-7-10.

10. Binding Arbitration: The parties hereby agree to resolve all Disputes through binding arbitration on the terms set forth below (collectively, the "Arbitration Provision"):

a. Purpose: If Landlord has a Dispute (as defined below) with Seller that cannot be resolved informally, the parties must arbitrate that Dispute in accord with the terms of this Arbitration Provision instead of litigating the Dispute in court, except for small claims as provided below. Arbitration means that Landlord will have a fair hearing before a neutral, independent arbitrator instead of in a court by a judge or jury. The decision of the arbitrator will be final and binding. Nothing in this Arbitration Provision affects your right to file a complaint with the Georgia Public Service Commission ("Commission") regarding SCANA Energy's service or charges.

BY ACCEPTING SERVICE OR CONTINUING TO RECEIVE SERVICE FROM SELLER, LANDLORD HAS AGREED TO RESOLVE ALL DISPUTES (EXCEPT FOR SMALL CLAIMS AS PROVIDED BELOW) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AND LANDLORD HAS WAIVED THE RIGHT TO FILE AN ACTION IN COURT.

b. Definitions: As used in this Arbitration Provision, the term "Dispute" means any dispute, claim, or controversy between the parties regarding any aspect of Landlord's relationship with Seller, including gas service provided by Seller, that has arisen or that may arise in the future, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" also includes any dispute regarding whether a particular controversy is subject to arbitration, including any claim as to the enforceability of



this Arbitration Provision. “Dispute” is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, “Seller” means SCANA Energy Marketing, LLC and its officers, directors, employees, members, affiliates and agents and any other party that Seller may contend is jointly or severally liable with any of the foregoing parties.

- c. Informal Dispute Resolution:** Most customer concerns can be resolved quickly and informally. If the Landlord has a complaint or a Dispute with Seller, Landlord can call Seller’s Customer Service Center at 855-833-1046, or write to 2231 S. Centennial Ave, Aiken, SC 29803, or email Seller at customersupport@scanaenergy.com. Upon contacting Seller’s Customer Service Center, Landlord should plan to provide its service address and SCANA Energy account number. If you are unable to resolve the issue to your satisfaction, you may also contact the Georgia Public Service Commission.

In the unlikely event that the Seller is unable to resolve a complaint or Dispute to Landlord’s satisfaction (or if Seller has not been able to resolve a Dispute it has with Landlord after attempting to do so informally), the parties agree to resolve all Disputes through binding arbitration by the American Arbitration Association (“AAA”) or, if it is a claim for \$15,000 or less, in Magistrate Court. Any arbitration or Magistrate Court action will be on an individual basis only; class arbitrations and class actions are not permitted.

d. Initiation of Arbitration Proceeding/Selection of Arbitrator:

- i. **Notice of Dispute** A party who intends to seek arbitration (whether they have tried to resolve the Dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Seller should be addressed to: SCANA Energy Marketing c/o Hall Booth Smith, P.C., 191 Peachtree Street, N.E., Suite 2900, Atlanta, Georgia 30303 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) set forth the specific relief sought (“Demand”). If the parties do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, Landlord or Seller may commence an arbitration proceeding. For Commercial and Industrial customers, the arbitration will be governed by the AAA Commercial Arbitration Rules, except as modified by this agreement. During the arbitration, the amount of any settlement offer made by Seller or by Landlord shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Landlord or Seller is entitled. The Notice form is available on Seller's website (www.scanaenergy.com) or by calling 855-833-1046.



- ii. **Commencement of Arbitration:** Landlord may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to Seller at the address set forth in Section 14(d)(i) above. The form is available on the AAA website (www.adr.org), on Seller's website (www.scanaenergy.com) or by calling 855-833-1046. Landlord can complete the Claim Form on the AAA website or Landlord can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to Seller at the address for Seller set forth of the first page of the Agreement. Landlord does not need to send payment to the AAA. Upon receipt of the Claim Form, Seller will pay the required Arbitration filing fee.

- e. **Arbitration Procedures:** The Federal Arbitration Act ("FAA"), not state arbitration law, will govern the arbitrability of all Disputes. However, applicable federal law or Georgia law may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Landlord's dispute with Seller. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. Seller will bear the costs and attorneys' fees associated with such a petition. If there is a conflict between this Arbitration Provision and the other provisions of this Agreement, this Arbitration Provision shall govern.

A single arbitrator chosen by the AAA will resolve the Dispute. Landlord should know that participating in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. In addition to any other procedures set up by the AAA rules or the arbitrator, the parties agree that any information disclosed during discovery that has been designated as confidential or proprietary shall remain in the exclusive physical custody, protection, and control of the Landlord or its attorneys, shall not be distributed or disseminated to any other persons, and shall be returned, including all copies thereof, to Seller within 30 days after conclusion of any arbitration proceeding.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

- f. **Waiver of Class Actions: ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER RECIPIENTS OF GAS SERVICES FROM SELLER, OR OTHER PERSONS SIMILARLY SITUATED. LANDLORD ALSO AGREES NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.**



- g. Location of Arbitration:** The arbitration shall take place in the county in which the Service Address is located; provided, however, if multiple locations are served pursuant to the Agreement, the arbitration shall take place in Fulton County. If the amount of the claim is \$10,000 or less Landlord may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than \$10,000 the type of hearing shall be determined by the AAA rules.
 - h. Payment of Arbitration Fees and Costs:** SELLER WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. LANDLORD IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT LANDLORD INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF LANDLORD ELECTS TO BE REPRESENTED BY AN ATTORNEY), COSTS OF LITIGATION AND EXPERT WITNESS FEES. LANDLORD SHALL NOT BE REQUIRED TO REIMBURSE SELLER FOR THE FILING FEES AND ARBITRATION COSTS PAID BY IT UNLESS THE ARBITRATOR DETERMINES THAT LANDLORD'S CLAIM WAS FRIVOLOUS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, SELLER WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY, INCLUDING PAYMENT OF LANDLORD'S ATTORNEY'S FEES AND LITIGATION COSTS IF REQUIRED BY APPLICABLE LAW. IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN SELLER'S LAST SETTLEMENT OFFER OR IF SELLER DID NOT MAKE A SETTLEMENT OFFER, SELLER WILL PAY TWICE THE AMOUNT OF LANDLORD'S ATTORNEY'S FEES, REIMBURSE THE EXPENSES REASONABLY INCURRED BY LANDLORD'S ATTORNEY IN PURSUING LANDLORD'S CLAIM AND A \$7,500 MINIMUM RECOVERY, PROVIDED, HOWEVER, LANDLORD MAY NOT RECOVER DUPLICATIVE AWARDS OF ATTORNEY'S FEES AND EXPENSES. ALTHOUGH UNDER SOME LAWS SELLER MAY HAVE THE RIGHT TO AN AWARD OF ATTORNEY'S FEES AND EXPENSES IF IT PREVAILS, SELLER AGREES NOT TO SEEK SUCH AN AWARD.
 - i. Exclusion from Arbitration:** Landlord and Seller agree that where the amount at issue is a claim within the jurisdiction of the Magistrate Court and is an individual as opposed to a class claim, Landlord or Seller may elect to seek resolution of the Dispute in the Magistrate Court. Landlord and Seller further agree that any appeal from the Magistrate Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of this Section. Any such appeal shall be commenced by giving the Notice described in Section 4(a). You may also file a complaint with the Georgia Public Service Commission.
 - j. Continuation:** This Arbitration Provision shall survive the termination of Landlord's gas service with Seller.
- 11. Use of Information:** During the operations of its business, SCANA Energy collects and uses information from its customers, including gas usage and other relevant information. SCANA Energy also obtains and uses information about customers from third parties including, but not limited to, credit reporting agencies in order to improve its business operation. SCANA Energy may disclose such information, in a manner that does not disclose sensitive information to the general public, to its affiliates or contractors operating on its behalf to (1) develop or offer



new or enhanced products and services, or (2) administer and/or collect on customer accounts. SCANA Energy may disclose such information to third parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity.

- 12. Adequate Assurance:** Deliveries of gas to Landlord shall be conditioned upon and subject to Landlord furnishing to SCANA Energy credit support and/ or other security for payment as SCANA Energy may reasonably require from time to time to secure Landlord's line of credit. When reasonable grounds for insecurity of payment or title to the gas arise, SCANA Energy may demand adequate assurance of Landlord's performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by SCANA Energy, including, but not limited to, a standby irrevocable letter of credit, a prepayment, or a performance bond or guarantee by a creditworthy entity. In the event Landlord shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in the payment obligation to SCANA Energy; (iii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iv) otherwise become bankrupt or insolvent (however evidenced); or (v) be unable to pay its debts as they fall due; then SCANA Energy shall have the right to either withhold and/or suspend deliveries, or terminate the Agreement without prior notice, in addition to any and all other remedies available to SCANA Energy hereunder or under applicable laws. SCANA Energy reserves to itself all rights, set- offs, counterclaims, and other defenses which it is or may be entitled to arising from the Agreement.
- 13. Force Majeure:** Neither party is liable to the other for any failure to perform any provision or obligation of this Agreement (except Landlord's obligation to pay for natural gas dispatched and delivered) to the extent such failure is caused by, or results directly or indirectly from, any act of God; federal, state, or municipal legislation or regulation; fires, floods, storms or other natural occurrences; strikes or other labor disputes, slowdowns or walk-outs; war, acts of terrorism; accidents; breakage or accident to machinery or lines of pipe, freezing or rupture of lines of pipe, and any other causes, whether or not the kind herein enumerated or otherwise, which were not anticipated at the time of agreement; the refusal or inability of any transporter to accept gas for delivery or failure of any transporter to deliver gas; the loss or failure of SCANA Energy's gas supply due to Force Majeure; or any similar cause beyond the control of the party failing to perform.
- 14. Miscellaneous:** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes the terms and conditions of service filed by SCANA Energy with the Georgia Public Service Commission and all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to the conflicts of law provisions thereof. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it shall be omitted from the Agreement without invalidating the remainder of such provision or the remaining provisions of the Agreement. The provisions of the Agreement and these incorporated Terms and Conditions (and the rights and obligations of the Parties hereunder) which by their nature continue after termination or



expiration of the Agreement (including but not limited to indemnification) shall survive and continue after the termination or expiration of this Agreement and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Delivery of signatures, written or electronic, on the front page hereof shall bind the parties hereto to the provisions hereof for all purposes.

- 15. **Regulatory Amendments:** SCANA Energy reserves the right to amend this Agreement to reflect any material revisions made to any applicable statute, rule or regulation, AGL’s tariffs, SCANA Energy’s Terms and Conditions and/or Disclosure Statements by the Georgia Public Service Commission, the Federal Energy Regulatory Commission, any legislative body, AGL, or SCANA Energy.
- 16. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- 17. **Effective Date:** This Agreement shall be effective on _____.

(Landlord/ Company Name)

Landlord Billing Address:

Landlord SCANA Energy Billing Account Number: _____

Names of Authorized Contact and Phone Numbers:

I acknowledge that I have read and understand the provisions of the program as outlined above, agree to the terms stated therein and am authorized to execute this Agreement on behalf of the Landlord.

(Signature, Name and Title of Authorized Representative)



EXHIBIT A

Continuous Service Agreement Rental Information

LANDLORD INFORMATION

Landlord/Business Name _____
(to be listed on contract)

E-mail address: _____

RENTAL UNIT INFORMATION

(Add pages if needed)

Street Address _____

City, State, Zip _____

Street Address _____

City, State, Zip _____

Street Address _____

City, State, Zip _____

Street Address _____

City, State, Zip _____