



AGREEMENT FOR NATURAL GAS SALES

Gas South, LLC ("Gas South") and Effingham County Board of Commissioners ("Customer") agree to enter into this Agreement for Natural Gas Sales as of the date set forth below, upon mutual consideration, the receipt and sufficiency of which is hereby acknowledged. The General Terms and Conditions (Rev. version dated January 1, 2021) are hereby incorporated into this Agreement for Natural Gas Sales by reference. This document is referred to as "the Agreement for Natural Gas Sales" and, together with the General Terms and Conditions, forms a single integrated agreement that is referred to as "this Agreement". Defined terms used but not otherwise defined herein have the meaning given to them in the General Terms and Conditions. Gas South and Customer agree as follows:

Price Plan: Fixed Price Plan or Market Tracker Plan.

Fixed Price Plan: Gas South will charge Customer a fixed price per therm for natural gas that will not change for the term specified below.

Market Tracker Plan: Gas South will charge Customer a price per therm for natural gas that varies monthly. For each month, the price per therm will equal the price of the NYMEX natural gas futures contract on the last day that it is traded for a given calendar month ("NYMEX Price"), plus a fixed amount per therm for the term specified below.

Term: The length of Customer's commitment to purchase natural gas will begin on 09/01/2022 and end on 08/31/2025 (as may be extended from time to time, the "Term").

Customer will be charged:

- 1a. Fixed price of: **\$ 0.4540** per therm for the Term (*Applicable if Fixed Price Plan is selected above*).
- 1b. NYMEX price plus: **\$** per therm for the Term (*Applicable if Market Tracker Plan is selected above*).
- 2. Customer service fee of: **\$ 0.00** per metered account per month.
- 3. Interstate Pipeline Capacity Charges at the rate of: **\$ 8.50** per DDDC per month (DDDC for each location is determined by AGL annually or when the meter is established).
 No Interstate Pipeline Capacity Charges will apply (*Applicable if no other selection is made*).

Pricing identified in this Agreement is based on prevailing market conditions. Gas South reserves the right to adjust the proposed price if market conditions change. This is not an offer and pricing and other terms are valid and binding only if and when this Agreement has been executed by all parties.

Market Tracker Plan ONLY

Price Watch Option. If this box is checked, Customer authorizes Gas South to convert the Market Tracker Plan price and Term to a fixed rate per therm lasting for 12 billing cycles if Gas South determines, in its sole discretion, that it can offer Customer a fixed price per therm of \$ at any time that Customer is receiving service from Gas South under terms described in this Agreement. Gas South will notify Customer in writing (including by electronic communication) of a conversion to this fixed price and specify the duration of such fixed price in relation to the Term in this Agreement.

Trigger Option. If this box is checked it is agreed that Customer may convert to a fixed rate per therm for one or more calendar months at any time during the Term as long as Customer's Projected Usage exceeds 50,000 therms. A request for such a Trigger Option can be made by contacting Gas South's account management team at renewals@gassouth.com or 770-763-4323. Upon receiving a request from Customer, Gas South will furnish Customer with a price quote on a Trigger Option that would specify the rate that would apply over the period covered by the Trigger Option.

Projected Usage

- Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the historic natural gas usage and patterns of use at each of the initial Locations over the prior twelve (12) months as reported to Gas South by AGL (*Applicable if no other selection is made*).
- Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the agreed to projections of usage attached hereto as Appendix B.

If Customer elects to update Appendix A attached hereto, the aggregate, initial Projected Usage number for a given month established at the time the parties enter into the Agreement for Natural Gas Sales shall not be affected.

Deposit

- Upfront deposit waived (*Applicable if no other selection is made*).
 - Deposit must be paid before service begins under this Agreement.
- Deposit Amount: **\$**

Locations

LOCATIONS LISTED IN APPENDIX A, ATTACHED

Tax-Exempt Status

- Customer is not claiming any tax exemption (*Applicable if no other selection is made*).
- Customer claims that the accounts included in this Agreement are tax-exempt. Customer understands that Customer will be responsible for providing the necessary exemption certificate to Gas South. Tax exemption begins on the billing cycle after receipt by Gas South of the necessary exemption certificate.
- Tax Exemption Certificate was received with this Agreement.
- Tax Exemption Certificate is on-file with Gas South.

Special Provisions:

In witness hereof, the parties consent to the terms of this Agreement:

Agreed to by:

Effingham County Board of Commissioners

For Enrollment by Signature:

By: [Signature] Date: Mar 3, 2022
Authorized Signatory for Customer

Printed Name: Tim Callanan

Title: County Manager

GAS SOUTH, LLC

3625 Cumberland Blvd, Suite 1500
Atlanta, Georgia 30339

By: [Signature] Date: Mar 3, 2022

Printed Name: David Malone

Title: Chief Sales & Marketing Officer

To report a gas leak or other emergency contact Atlanta Gas Light Company: 770-994-1946 (within metro Atlanta); 1-800-427-5483 (Toll Free outside of metro Atlanta)

Customer Account Information:

<u>ALISON BRUTON</u> Customer Primary Contact Name	<u>804 South Laurel Street</u> Street Address	<u>Springfield</u> City	<u>GA</u> State	<u>31329</u> Zip Code
<u>9127542159</u> Phone Number	<u>abruton@effinghamcounty.org</u> Email Address			
<input checked="" type="radio"/> landline <input type="radio"/> mobile phone (check the box indicating whether landline or mobile phone number is provided)				
Preferred Method of Communication <u>Email</u>				

Need SOS
 Customer Secretary of State Control Number (SOS#) or SSN# (check the box indicating whether SOS# or SSN# is provided)

<u>Mark Barnes</u> Accounts Payable Contact Name	<u>804 South Laurel Street</u> Billing Address	<u>Springfield</u> City	<u>GA</u> State	<u>31329</u> Zip Code
<u>9127542159</u> Phone Number	<u>accountspayable@effinghamcounty.org</u> Email Address			
<input checked="" type="radio"/> landline <input type="radio"/> mobile phone (check the box indicating whether landline or mobile phone number is provided)				
Preferred Method of Communication <u>Email</u>				



GENERAL TERMS AND CONDITIONS

1. **Governing Terms** These General Terms and Conditions are incorporated by reference into the Agreement for Natural Gas Sales agreed to by Customer and together form a single integrated agreement between Gas South and Customer. Any inconsistency between any terms of these General Terms and Conditions and the Agreement for Natural Gas Sales executed by Customer shall be resolved in favor of the terms of the Agreement for Natural Gas Sales. The Agreement for Natural Gas Sales together with these General Terms and Conditions are referred to as "this Agreement".
2. **Sale and Purchase** Customer shall purchase and pay for all of its natural gas requirements for the Location(s) set forth in Appendix A to the Agreement for Natural Gas Sales on the pricing and for the Term specified in the Agreement for Natural Gas Sales. The pricing and Term specified in the Agreement for Natural Gas Sales are based on the historic natural gas usage and patterns of use at each of the Locations as reported to Gas South by Atlanta Gas Light ("AGL") and Gas South anticipates supplying similar amounts during the Term of this Agreement ("Projected Usage"). If Customer's actual usage for the combined Locations varies by more than 20% over any three consecutive calendar month period ("Test Period") from the Projected Usage for such Test Period, Gas South may propose a new Agreement that includes updated pricing and an extended Term to address changes in usage patterns. If Customer does not agree to such proposed Agreement, then Gas South may require Customer to pay Gas South's losses (as reasonably calculated by Gas South) during the Test Period resulting from Customer's actual usage for the combined Locations varying from the Projected Usage by more than 20%, or may terminate this Agreement in accordance with Section 10 of this Agreement, or both. If Customer desires to purchase natural gas from Gas South at any location not set forth in Appendix A to the Agreement for Natural Gas Sales, Customer must apply for a new Agreement or an amendment to this Agreement.
3. **Delivery of Natural Gas and Transfer of Title** Customer appoints Gas South as its agent for gas transportation with AGL, so accordingly Gas South will deliver, or cause to be delivered, Customer's requirements for natural gas to the citygate of AGL ("Delivery Point") in accordance with AGL's Tariff as filed from time to time with the Georgia Public Service Commission ("GPSC"). Gas South has no obligations, duties, responsibilities or liabilities for delivery to Customer after it delivers natural gas to AGL at the Delivery Point and AGL is solely responsible for the delivery of natural gas from the Delivery Point to each of Customer's Location(s). Title and risk of loss pass from Gas South to Customer at the Delivery Point.
4. **Billing and Payment of Charges** After the end of each billing cycle, Gas South shall deliver to Customer a statement setting forth the charges that are due and payable in full by the due date shown on Customer's statement. Customer authorizes Gas South to prepare and Customer agrees to pay statements based upon estimates of gas usage and charges when actual meter readings are not available. Estimated statements will be limited to no more than 2 consecutive billing periods. Customer's statement may also include, (a) all applicable federal, state and local taxes and charges, (b) all AGL regulated, pass-through charges that Gas South pays to AGL, (c) all adjustments related to previous billing disputes, meter reading errors, miscalculation of taxes, charges omitted from prior bills, or other errors or omissions as current laws and regulations permit and (d) all applicable turn-on, connection and other similar charges and fees. Customer may, in good faith, dispute the correctness of Customer's statement within 6 months after the date of such statement. If Customer sends written notice to Gas South within 14 days of the date of the statement in dispute, stating the good faith reason(s) for the dispute and the amount in dispute, then Customer may withhold payment for the disputed portion during investigation by Gas South so long as Customer pays the undisputed portion; otherwise, Customer must pay the statement in full by the applicable due date. After 6 months, Customer waives its right to dispute such statement. If Gas South determines that Customer was properly billed for some or all of the disputed portion, Customer shall make full payment (with interest pursuant to Section 5 of this Agreement) within 15 days after such determination.
5. **Late Payment, Nonpayment, Disconnection and Collection** Without limiting Gas South's rights under Sections 10 and 11 of this Agreement and in addition to all other remedies available at law or equity, if Customer does not pay the undisputed portion of a statement in full by the due date and fails to cure within 5 days' notice from Gas South demanding payment, Gas South may, in accordance with the GPSC rules and regulations to the extent applicable, disconnect Customer's natural gas supply at all Locations for which Customer's statement is past due. Unpaid amounts will accrue interest from the due date at a rate equal to the lesser of (a) 1.5% per month (or a minimum of \$10 per account) or (b) the maximum amount allowed by law. Gas South may charge a fee of the greater of (a) \$30.00 or (b) 5% of the amount of the check or order, plus the amount of any fees charged to Gas South by a bank or financial institution for any returned check, bank draft or credit card transaction not processed due to insufficient funds or credit availability. If Customer asks to be reconnected and Gas South chooses in its sole discretion to reconnect Customer, Gas South will require Customer to pay reconnection charges imposed by AGL and to provide payment for any outstanding balances including interest. Customer agrees to waive any damages alleged to occur due to a disconnection of Customer's natural gas supply. Customer agrees to be responsible for all costs incurred by Gas South to collect amounts due on Customer's account, including attorneys' fees.
6. **Deposits; Credit Checks** Gas South reserves the right to require Customer to provide a deposit or increase an existing deposit. The total required deposit may not to exceed the amount of projected charges to Customer for the two (2) billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Gas South may require a deposit from Customer (a) as a precondition to providing service upon agreement of the parties, (b) after a Customer Default, or (c) after a material and adverse change in Customer's financial condition such that Gas South, in its sole discretion, deems itself insecure. Customer authorizes Gas South to perform credit checks. Customer must provide a deposit to Gas South within 5 days after receiving a written demand for the deposit amount from Gas South. Gas South may draw upon the deposit in connection with (a) Customer's failure to make payment when due or (b) a termination of this Agreement. Upon the expiration or termination of this Agreement, if Gas South has drawn less than the full amount of the deposit, Gas South will refund the difference to Customer within 60 days after the date Gas South ceases to be Customer's natural gas supplier. To the extent that a court rules that Gas South is a "utility" within the meaning of the Bankruptcy Code, in the event of a filing of a bankruptcy petition by or against Customer, or if Customer consents to an order for relief under the Bankruptcy Code, Customer agrees that it will consent to a deposit under 11 U.S.C. § 366 as adequate assurance of payment equal to Customer's projected charges for the 2 billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Nothing in this Agreement shall constitute an agreement by Gas South that such deposit constitutes adequate assurance of payment, and Gas South reserves all of its rights to contest such deposit as adequate as permitted by 11 U.S.C. § 366.
7. **Option to Convert to a Fixed Price Plan** If Market Tracker Plan is selected in the Agreement for Natural Gas Sales executed by Customer, Customer may request to convert to a Fixed Price Plan at any time for a Term of Customer's choosing by contacting Gas South's account management team at renovaris@gassouth.com or 770-763-4323 and executing a new Agreement that would supersede the existing Agreement.
8. **Pricing Upon Expiration of the Term** Upon the expiration of the Term, Customer may (a) accept new terms, pricing, and/or Term offered by Gas South, (b) take no action and continue service under this Agreement under Gas South's monthly default commercial variable rate per therm (which may be viewed on Gas South's website) and Gas South's monthly default DDDC rate per month based on Location (which is based on AGL's DDDC rate) with a month-to-month Term, or (c) send a written termination notice to Gas South in accordance with Section 9 of this Agreement.
9. **Termination at the end of the Term** Customer or Gas South may terminate this Agreement by sending to the other party, in the case of Customer terminating, no less than 10 days' advance written notice, and in the case of Gas South terminating, no less than 25 days' advance notice. After receipt of such notice, this Agreement will remain in effect until the later of (a) the end of the Term and (b) the date that Gas South receives confirmation from AGL that service to Customer has either been disconnected at each of the Location(s) or switched to another natural gas provider. In the event of termination of this Agreement, Gas South may disconnect Customer's service effective as of the end of the Term; however, Gas South has no obligation to notify AGL to initiate a disconnection or switch and it is Customer's obligation to arrange for service from another natural gas provider.
10. **Termination for Customer Default** Gas South may terminate this Agreement and disconnect all of Customer's Locations based on the following events (each a "Customer Default") upon giving notice to Customer (a) Customer's rejection of a new Agreement after a material change in actual usage as provided in Section 2 of this Agreement, (b) termination, repudiation or discontinuation of service by Customer other than in accordance with Section 9 of this Agreement, (c) failure to pay any undisputed amount within 5 days of such amount becoming due or a failure to provide a deposit to Gas South when due, (d) misrepresentation during the enrollment process upon entering into this Agreement, (e) filing of petition of bankruptcy and failure of Customer to comply with the provisions of 11 U.S.C. § 366, (f) Customer makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent or (g) any other material breach by Customer of this Agreement provided that Gas South shall first give Customer 14 days to cure such material breach.
11. **Liquidated Damages** If Gas South terminates this Agreement based on a Customer Default, Customer shall be obligated to pay Liquidated Damages (as defined below) to Gas South, in addition to any amounts due to Gas South but unpaid at the time of termination. Customer acknowledges that Gas South has made purchases and commitments and incurred costs and charges to acquire natural gas to supply Customer's requirements. As a result, Gas South will incur substantial costs and losses in connection with a Customer Default that are difficult or impractical to exactly ascertain or compute. Customer agrees that the amount of Liquidated Damages is in fact a fair and reasonable pre-estimate of the amount of actual damages that Gas South is likely to incur upon a Customer Default. Specifically, Liquidated Damages shall be equal to the sum of the Cost Component plus the Loss Component.
 - A. The Cost Component is equal to (A) a fixed, pre-determined charge of \$0.05 per therm (which compensates Gas South for its estimated administrative and general costs, including third party fees such as brokerage fees, commissions and other transaction costs in connection with terminating this Agreement) multiplied by (B) Customer's Projected Usage in the months (including prorated amounts for partial months) remaining during the Term.
 - B. The Loss Component is equal to the positive result of (if a negative number results, the Loss Component shall equal zero) the sum, for each month remaining in the Term (including prorated amounts for partial months), of (A) the Customer's Projected Usage for such month multiplied by the difference between (i) the contracted gas price and (ii) the per therm price of the NYMEX natural gas futures contract for such month at the time this Agreement is terminated (for the Market Tracker NYMEX, the difference between (i) and (ii) shall equal any specified adder in the Agreement for Natural Gas Sales), plus (B) all other charges to Customer that would have applied during such month (including the Interstate Pipeline Capacity Charges and Service Charges, but excluding AGL pass-through regulatory charges) calculated based on Customer's Projected Usage and number of Locations, minus the projected transportation costs for such month.
12. **Representations and Warranties** Customer hereby represents, warrants and acknowledges that: (a) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms, (b) there is no pending, or to its knowledge threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Agreement, (c) Gas South is not acting as a fiduciary or advisor in respect of this Agreement, (d) Customer is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of Gas South or any broker working for Gas South in so doing, and is capable of assessing the merits and risks of this Agreement, (e) any broker involved in marketing this Agreement is acting as Gas South's broker and not as a broker of Customer, (f) Gas South is a "critical supplier" under the Bankruptcy Code and Customer agrees to take action immediately after any bankruptcy filing to give Gas South critical supplier status, and (g) each transaction hereunder constitutes a "forward contract" within the meaning of the Bankruptcy Code and Gas South is a "forward contract merchant" within the meaning of the Bankruptcy Code. If Customer is a governmental entity, Customer further represents and covenants that with respect to its payment obligations and liability under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues from liability, suit, jurisdiction of court, relief by way of injunction, order for specific performance or execution or enforcement of any judgment.

13. **Limitation of Warranties and Liability.** GAS SOUTH MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. GAS SOUTH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO, MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDY AGAINST GAS SOUTH ARISING FROM A BREACH OF THIS AGREEMENT IS LIMITED TO DIRECT AND ACTUAL DAMAGES INCURRED. CUSTOMER WAIVES ANY OTHER REMEDY, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR IN CONTRACT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT. THE MAXIMUM LIABILITY OF GAS SOUTH TO CUSTOMER FOR ANY CLAIM WHETHER IN STATUTE, CONTRACT, TORT OR OTHERWISE SHALL BE THE GREATER OF \$1,000 OR TWO TIMES THE AMOUNT OF CUSTOMER'S AVERAGE MONTHLY CHARGE FOR NATURAL GAS THERMS. Any claim against Gas South must be presented to Gas South in writing within 6 months of the occurrence or event giving rise to the claim. Customer releases Gas South from all liability and waives all claims: (a) for Customer's use or handling of the natural gas, (b) for operations of AGL, (c) for interruptions, termination or deterioration of its delivery or other services due to actions by AGL or others, (d) for other pipeline or storage operations or resulting interruption of upstream transportation that is scheduled as firm that prevents the delivery of natural gas to the Delivery Point, (e) for personal injury or property damage and (f) presented to Gas South after the applicable 6 month time period. Customer agrees to indemnify, defend and save Gas South harmless from any and all liability, losses, damages, causes of action, lawsuits, claims, expenses, and reasonable attorneys' fees and costs of court, including death or injury to persons or property, associated with (a) natural gas sold under this Agreement after such natural gas arrives at Customer's meter at a Location or (b) Customer's equipment, machinery, devices, facilities, appliances, piping, or connections.
14. **Force Majeure.** Gas South is excused from performance and is not liable for any failure to perform under this Agreement to the extent such failure is caused by an event or circumstance that is not within its reasonable control, including without limitation acts of God, natural disasters, any governmental action, strike, labor dispute, civil unrest, war or act of terrorism, a force majeure event declared by AGL, a failure or interruption of any natural gas pipeline or distribution system and a failure of information systems. Gas South's performance is excused for the duration of any such event until circumstances permit Gas South to resume performance.
15. **Governing Law.** This Agreement will be governed by the laws of the State of Georgia, including applicable tariffs filed with and orders entered by the GPSC. The conflicts of law provisions of Georgia law shall not apply to this Agreement.
16. **Dispute Resolution (Class Action Waiver).** Any dispute between Gas South and Customer that cannot be resolved informally shall be resolved through either arbitration or Magistrate Court. Neither party may pursue resolution of any dispute in arbitration or in Magistrate Court as a representative, as a private attorney general, or as part of a class action, and Customer may not be a named or unnamed class member or representative in any such action. By signing below, the parties agree to comply with this dispute resolution (class action waiver) provision, which describes the only procedures under this Agreement for resolving a dispute. Customer may opt out of this dispute resolution (class action waiver) provision by following the instructions below. Gas South will be bound by the election to opt out. This dispute resolution agreement does not alter any substantive rights that Customer may have under state or federal law, including the right to file a complaint with the GPSC.
- Magistrate Court guidelines.** For all qualified claims or disputes brought by a party in Magistrate Court, each party hereby consents to the jurisdiction and venue of the Cobb County Magistrate Court for the resolution of any dispute respecting the rights and duties of the parties under this Agreement. If, for any reason, the dispute cannot be adjudicated in the Magistrate Court, then the claiming party must seek resolution of the dispute through arbitration.
 - Arbitration guidelines.** If Customer seeks resolution of the dispute in arbitration, Gas South will pay: (1) the arbitrator's fees and any other reasonable expenses charged by the arbitration provider, and (2) if Customer recovers an award of monetary and/or equitable relief that is greater than any offered previously in writing by Gas South to resolve the specific dispute and Customer has not disclosed to the arbitrator the relief offered previously by Gas South, Gas South shall pay Customer's reasonable attorney fees. Gas South will not be entitled to recover any fees or arbitration expenses from Customer. The arbitration hearing will be held before a nationally recognized provider of arbitration services at a location selected by Customer within Georgia. The rules of the arbitration provider will apply. Only the arbitrator, not any federal, state, or local court or agency, has the authority to determine the applicability or enforceability of this arbitration provision. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.
17. **Dispute Resolution Opt-out.** Within 30 days after entering into this Agreement, Customer may opt out of the above dispute resolution (class action waiver) provision by providing written notice to Gas South at the address provided in Section 20 of this Agreement, which contains Customer's name, address, account number, and the effective date of this Agreement. Customer's election to opt-out applies only to this Agreement. If Customer elects to opt-out of Section 16 of this Agreement in accordance with this Section 17, then with respect to any dispute between Gas South and Customer arising under this Agreement that cannot be resolved informally, each party consents to the exclusive jurisdiction of the state or federal courts located in Cobb County, Georgia, represents and warrants that it may sue or be sued in such courts (subject only to subject-matter jurisdiction of such courts), and waives any right to assert that such courts are not convenient forum or to bring an action in any other forum. The parties mutually and expressly waive their rights to jury trial.
18. **Tax Exemptions.** If Customer is exempt from federal, state or local sales or use taxes, Customer will be responsible for providing Gas South with a valid exemption certificate. Tax exemption begins on the billing cycle after Gas South receives such valid exemption certificate. Customer shall notify Gas South in writing within 14 days if its exemption certificate expires or is no longer valid. Customer is primarily and ultimately responsible to the applicable taxing authority for any sales or use taxes. Customer agrees to indemnify, defend and save Gas South harmless from any and all claims and liability to anyone whomsoever, and reasonable attorneys' fees and costs of court, arising from Customer's failure to pay sales or use taxes or Gas South's failure to collect sales or use taxes based on its reliance on an expired or otherwise invalid exemption certificate.
19. **Change in Law.** If there is a change in law, GPSC order, administrative regulation, rule, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Change in Law") and such Change in Law causes Gas South to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services to Customer, then Gas South shall, in its sole discretion, be permitted to either (a) pass through to Customer a share of Gas South's total Change in Law costs determined in Gas South's sole discretion by dividing such total costs across all similarly situated customers and weighted by their average monthly consumption volumes or (b) terminate this Agreement by providing Customer with 25 days' advance written notice without any further liability to Customer other than charges incurred for service up until the date of such termination.
20. **Contact Information & Notices.**
- Customer Contact Information.** Customer Contact Information. By providing Gas South with a contact phone number, Customer expressly agrees that Gas South may call or text Customer at that number with general communications or service notifications related to Customer's account, including collections, or this Agreement. These calls or texts may be made using an automatic dialing system or prerecorded voice message. Wireless and text message fees may apply from Customer's carrier. Message frequency varies by account or preferences. Customer may opt-out of receiving autodialed or prerecorded calls by calling Gas South at 770-763-4323 or by responding to a text with the word STOP. If Customer texts STOP, Customer may receive an additional confirmation text acknowledging Gas South's receipt of Customer's request. Even if Customer opts out, Gas South may still continue to communicate with Customer by other means. Customer agrees to maintain up-to-date contact information with Gas South, including current phone numbers (including cell numbers, as applicable) for Customer's contact persons. If Customer's contact information changes, Customer must notify Gas South within 14 days.
 - Notices.** Any notices to be provided in writing to Gas South must be sent by U.S. mail addressed to: Gas South, LLC, 3625 Cumberland Boulevard, Suite 1500, Atlanta, GA 30339, ATTN: Commercial Account Management or to any subsequent address provided by Gas South. Customer must include Customer's Gas South account number on all correspondence or payments submitted to Gas South. Any notices to be sent to Customer in writing may be sent either by U.S. mail or by electronic means (including email or text message) to the contact information provided by Customer. Notices sent by electronic means and mail are effective when received.
21. **Verbal Recordings.** Customer agrees Gas South may electronically record and maintain all telephone conversations with Customer without any special or further notice and Customer has the consent of its agents and employees to agree on their behalf.
22. **Miscellaneous.** This Agreement is a single, integrated agreement and constitutes the entire agreement between the parties and supersedes all prior statements, agreements and negotiations, whether oral or written, related to the subject matter hereof. Customer acknowledges and agrees that, if this Agreement is solicited through a third party consultant, broker, or other agent of Customer, Customer is solely responsible for any commission or other fees charged by such third party consultant, broker or agent. Pricing under this Agreement may include any commission or similar fee payable by Gas South to any third party consultant, broker, or agent involved in the solicitation of this Agreement. Customer's payment and indemnification obligations and the dispute resolution (class action waiver) provision survive the expiration or termination of this Agreement. No affiliate of Gas South shall have any liability whatsoever for Gas South's performance, nonperformance, or delay in performance under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it shall be omitted from this Agreement without invalidating the remaining provisions. No waiver or release of any right under this Agreement by Gas South will be effective unless in writing and specific to such right under this Agreement. Customer may not assign this Agreement or Customer's rights hereunder without the prior written consent of Gas South. Gas South shall have the right to assign this Agreement or its obligation to sell natural gas to Customer without Customer's consent so long as the price, terms and conditions are not affected by the assignment. Neither party, without the consent of the other party, will disclose the contents of this Agreement, to any third party except to its employees, officers, directors, financial advisors, attorneys, service providers, affiliates, or lenders or to comply with a lawful subpoena or litigation discovery request, applicable law, order, or regulation. Gas South collects and uses relevant information about our customers from Customer and from third parties, including credit reporting agencies. Gas South may disclose such information to affiliates and/or contractors for the purposes of developing or offering new or enhanced products or services, or administering and/or collecting customer accounts. Gas South may also disclose such information to parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity. This Agreement may be entered into and made binding by the verbal enrollment of Customer, or by Customer affixing its signature of its authorized representative physically or electronically and transmitting it to Gas South personally or electronically, or by other means of electronic confirmation approved by Gas South (each such method meaning "executed"). Terms and pricing agreed to Verbally or by Electronic Signature (whether digital or encrypted) shall serve to amend this Agreement without the necessity of executing a new Agreement. "Electronic Signature" shall mean any electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed and adopted by a party with the intent to sign such contract or other record, including (but not limited to) facsimile, online or email electronic signatures. A photo static copy of this Agreement, as well as electronic communications and verbal recordings, shall be admissible in evidence and enforceable in court or other proceeding in lieu of, and without producing or accounting for, a document with original hand written signatures.

Appendix A to the Agreement for Natural Gas Sales
Locations

Location Name	Service Address	AGL #	Type (Annual or Seasonal)	Seasonal Meter Term
EFFINGHAM COUNTY PRISON	321 GA HWY 119 S, SPRINGFIELD, GA 31329	9786807484	Annual	N/A
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	1171 GA HWY 119 N, SPRINGFIELD, GA 31329	3864950583	Annual	N/A
EFFINGHAM COUNTY EMS 2	109 GOSHEN COMMERCIAL PK DR, RINCON, GA 31326	3440509216	Annual	N/A
EFFINGHAM COUNTY HISTORIAL MUSEUM	1002 PINE ST, SPRINGFIELD, GA 31329	5195860555	Annual	N/A
EFFINGHAM COUNTY FLEET MAINT	309 GA HWY 119 S, SPRINGFIELD, GA 31329	0245695932	Annual	N/A
EFFINGHAM COUNTY EMS	109 GOSHEN COMMERCIAL PK DR, RINCON, GA 31326	1251424371	Annual	N/A
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	700 N PINE ST, SPRINGFIELD, GA 31329	5585170417	Annual	N/A
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	130 W 1ST ST, SPRINGFIELD, GA 31329	2733815033	Annual	N/A
EFFINGHAM COUNTY JAIL	130 E 1ST ST, SPRINGFIELD, GA 31329	4328261118	Annual	N/A
EFFINGHAM COUNTY BOARD OF COMMISSIONERS	307 HWY 119 S, SPRINGFIELD, GA 31329	0024750569	Annual	N/A






Effingham County Board of Commissioners Gas South GA Agreement for Natural Gas

Final Audit Report

2022-03-03

Created:	2022-03-03
By:	Samantha Rietzel (samantha.rietzal@gassouth.com)
Status:	Signed
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"Effingham County Board of Commissioners Gas South GA Agreement for Natural Gas" History

-  Document created by Samantha Rietzel (samantha.rietzal@gassouth.com)
2022-03-03 - 4:49:49 PM GMT - IP address: 13.110.74.8
-  Document emailed to Tim Callanan (tcallanan@effinghamcounty.org) for signature
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