

## Consumption Reporting Agreement

THIS CONSUMPTION REPORTING AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between BALTIMORE GAS AND ELECTRIC COMPANY (“BGE”) and \_\_\_\_\_ (“Marketer”).

Whereas, Marketer requests that BGE provide gas consumption information to Marketer in connection with gas service that Marketer is providing to customers on BGE’s gas distribution system; and

Whereas, BGE is interested in providing such information to Marketer to allow Marketer to bill its customers for such gas service;

Therefore, the parties intending to be legally bound, do hereby agree as follows:

1. Consumption Reporting Service.

For a period of 12 months from the monthly billing cycle which begins after the date above, and for successive 12 month periods unless terminated in accordance with this Agreement, BGE will provide to Marketer gas consumption information for Marketer’s gas customers as requested by Marketer and as may be reasonably necessary to enable Marketer to bill its customers for their gas consumption.

2. Billing Fee. BGE will charge, and Marketer agrees to pay for the Consumption Reporting , a fee of \$0.193 per account per month for each customer for whom BGE provides Consumption Reporting. BGE will invoice Marketer monthly for the Consumption Reporting and payment will be made in accordance with the terms of the invoice. Bills remaining unpaid by the due date provided on the invoice shall be subject to a Late Payment Charge of 1.5% per month applied to any unpaid amount. If Marketer becomes more than 90 days past due in its payments to BGE for the Consumption Reporting, BGE may, at its sole option, terminate this Agreement and immediately cease providing Consumption Reporting to Marketer. In the event the number of Marketer’s

accounts for which BGE is providing Consumption Reporting falls below 25 during any month, Marketer agrees to pay to BGE a flat fee of \$4.83 for that month in lieu of the \$0.193 per account per month charge. BGE reserves the right to update the price annually and will communicate all price changes to Marketer in writing or electronically at least 30 days prior to instituting any price change.

3. Indemnification. Marketer shall indemnify and hold harmless BGE, its directors, officers, employees and agents from all claims, liability, losses and costs (including without limitation attorneys' fees) (together "Indemnified Amounts") that may be asserted against or incurred by BGE in connection with its performance or non-performance hereunder, unless the Indemnified Amounts are found by a court of competent jurisdiction to be the result of BGE's gross negligence or willful misconduct.
4. Limitations of Liability. BGE undertakes to perform for Marketer only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this Agreement against BGE. No provisions hereof shall require BGE to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties for Marketer hereunder or to take any action that is prohibited by applicable law or to fail to take any action required by applicable law.
5. Assignment. Without the prior written consent of Marketer, BGE may not assign or delegate its obligations hereunder; provided that no such consent shall be required for assignment to any corporation owned by, or which owns, or which is under common ownership with BGE, or any assignment by operation of law to any successor corporation, but BGE shall provide to Marketer written notice of any such assignment. Any or all of the rights of Marketer hereunder may not be assigned except with the prior written consent of BGE, which consent will not be unreasonably withheld. Subject to

the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto.

6. Notices. All notices and other communications hereunder shall be in writing, personally delivered or sent by facsimile or certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party and shall be effective from the date of receipt.
7. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to the conflict of law principles of such state), including all matters of construction, validity and performance.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.
9. Titles. Section titles are for convenience of reference only and shall not be of any legal effect.
10. Waiver of Jury Trial. MARKETER AND BGE HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THE PARTIES PURSUANT HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY

CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. Termination. In addition to the termination provision in paragraph 2 hereof, effective at the conclusion of any 12 month period, and upon thirty (30) days prior written notice to the other party hereto, either party may terminate this Agreement in whole or with respect to any particular customer.
12. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Consumption Reporting Agreement to be executed, under seal, as of the day and year first above written.

Baltimore Gas and Electric Company

Marketer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

39 W. Lexington Street  
Baltimore, MD 21201

[Address]

Fax No.: \_\_\_\_\_

Fax

No.: \_\_\_\_\_