**Section 512.110 Minimum Contract Terms and Conditions**

The sales contract shall, in plain language, contain the disclosures specified in this Section in 12-point type size or larger, in the order presented in this Section, and in the same language as the sales solicitation. The UDS, which shall be in the same language as the sales contract and the sales solicitation, shall be appended to the sales contract. The disclosures specified in this Section shall appear at the beginning of the sales contract; no other contract terms, other than disclosures required under Part 412 if the AGS is also offering electric supply, may precede these disclosures. Any additional contract language shall use 10-point type size or larger. The sales contract shall include the following disclosures:

a) The legal name of the AGS and the name under which the AGS will market its products, if different;

b) The business address of the AGS;

c) The charges for service for the length of the contract by month and, if any charges are variable during the term of the contract,

1) an explanation of how the variable charges are determined,

2) the current rate per therm price, a one-year price history, or history for the life of the product if it has been offered less than one year,

3) the statement: "Variable. The variable rate may go up or down" followed by one of the following:

A) "and is subject to the savings guarantee described below" if the AGS provides a guarantee of savings pursuant to subsection (j);

B) "and will be less than the Utility Gas Supply Cost during" and describe the intervals during which the rate is guaranteed to be at or below the Utility Gas Supply Cost;

C) "and will be equal to the Utility Gas Supply Cost during" and describe the intervals during which the rate is guaranteed to equal the Gas Utility Supply Cost; or

D) "and the rate may be higher than the Utility Gas Supply Cost during any given period" if none of the above statements apply.

d) For any product for which the price includes a fixed periodic charge, including any charge which accrues monthly, weekly, or over any other period of time, that does not change with the customer's usage and does not include all supply and delivery service charges, the AGS shall provide an estimated total price per therm for natural gas service using sample monthly usage levels of 50, 100 and 300 therms;

e) For any product offered at a fixed monthly charge that does not change with the customer's usage and does not include all supply and delivery service charges, the AGS must provide a statement to the customer stating that the fixed monthly charge is not the total monthly amount for gas service and identifying which charges are not included in the fixed monthly charge;

f) The length of the contract in months, and whether the contract renews automatically, including any applicable renewal clause disclosed in a manner consistent with this Part;

g) The fact that customers shall have a right to terminate their agreements with alternative gas suppliers at any time without any termination fees or penalties;

h) If the AGS intends at any point during the term of the contract to seek a deposit or prepayment from the customer, the AGS shall identify whether and under what circumstances a deposit or prepayment will be required, along with a disclosure of the manner in which the deposit or prepayment will be calculated and the circumstances in which the deposit or prepayment will be refunded;

i) Any fees assessed by the AGS to a customer for switching to the AGS;

j) If an AGS represents that a customer will realize savings under any conditions or circumstances, the AGS shall provide a written statement, in plain language, describing the conditions or circumstances that must occur in order for the customer to realize the savings. The statement shall disclose the entity or entities and price or prices to which the AGS is comparing its own offer for purposes of assessing or calculating savings;

k) A statement that the customer may rescind the agreement by contacting the AGS or the gas utility within 10 business days after the date on the gas utility’s written notice to the customer confirming the switch;

l) The following statement: "(Insert name of AGS) is an independent seller of natural gas certified by the Illinois Commerce Commission. (Insert name of AGS) is not representing, endorsed by, 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";

m) A statement that:

1) the gas utility remains responsible for the delivery of natural gas to the customer's premises and will continue to respond to any service calls and emergencies; and

2) the customer will receive written notification from the gas utility confirming a switch of the customer's gas supplier; and

n) The toll-free telephone numbers for the AGS, the gas utility, and the Commission's Consumer Services Division.

o) The statement: "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."