**Section 512.115 Uniform Disclosure Statement**

a) All AGS product offers for residential and small commercial customers require a one-page (front and back of one 8.5 x 11 sheet of paper) Uniform Disclosure Statement (UDS) using the form in Appendix A.

1) All text in the UDS shall be printed in 12-point type or larger.

2) The UDS may include a logo of the AGS.

3) The UDS shall not contain any items other than those found in Appendix A or described in this Section.

b) The disclosures in the UDS shall conform to Appendix A and shall include the information listed in this subsection (b), in the order listed.

1) Name: The legal name of the AGS and the name under which the AGS will market its products, if different.

2) Address: The AGS’ business address and internet address.

3) Phone: The AGS’ toll-free telephone number and hours of operation.

4) Price: The AGS supply price per therm, or as otherwise stated below, and the number of months the price stays in effect.

A) If the price is a fixed monthly charge that does not change with the customer's usage, the fixed monthly charge shall be shown in dollars.

B) If the price is a custom price, the UDS shall include the word "custom" and the AGS shall replace "custom" with the price offered to a particular customer once the AGS has determined the custom price for the customer.

C) If the price is tied to a publicly available index or benchmark, the UDS shall state the index or benchmark and include the phrase "Refer to contract."

D) Variable Rate Products: For a variable rate product, the UDS shall state that the current rate per therm price and a one-year price history, or history for the life of the product if it has been offered less than one year, are available on the AGS’ website and at a toll-free number. An AGS shall not rename a product in order to avoid disclosure of price history.

5) Utility Gas Supply Cost to compare. "(Name of the alternative gas supplier) is not the same entity as your gas delivery company. You are not required to enroll with (name of alternative gas supplier). Beginning on (effective date), the utility gas supply cost rate per therm is (cost). The utility gas supply cost will expire on (expiration date). For more information go to the Illinois Commerce Commission’s free website at www.icc.illinois.gov/ags/consumereducation.aspx."

6) Other Periodic Charges: If the price includes a fixed charge that does not change with the customer's usage, including any charge that accrues monthly, weekly, or over any other period of time, that fixed periodic charge shall be disclosed in dollar amounts, shall show the fixed period of time for which that charge occurs and, unless the fixed periodic charge is monthly, the sum of the charges on a monthly basis.

7) Total Price with Other Periodic Charges: If the price includes a fixed charge that does not change with the customer's usage, including any charge that accrues monthly, weekly, or over any other period of time, and the fixed periodic charge does not include all supply and delivery service charges, the UDS shall display the total price per therm at sample usage levels of 50, 100 and 300 therms.

8) Length of the Contract: The length of the contract in months.

9) Subsequent Prices after the Initial Price:  If the initial price remains in effect for the entire term of the contract, the UDS shall state "N/A" or "Not Applicable." If the price after the initial price does not change for the remainder of the term of the contract, the UDS shall state the price in cents per therm and the number of months that price will stay in effect. If the price after the initial price is a price that includes a fixed periodic charge that does not change with the customer's usage, and the charge does not include all supply and delivery service charges, the UDS shall display the total price in cents per therm at sample usage levels of 50, 100 and 300 therms. If the price after the initial price is a rate that changes at any time, the UDS shall include the following: "Variable. The variable rate may go up or down and the rate may be higher or lower than the Gas Utility’s rate during any given period."

10) Contract Renewal: The UDS shall disclose whether the contract renews automatically.

11) Rescission: The UDS shall include the following: "You have the 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 (insert toll-free number) or your utility at (insert toll-free number) to rescind."

12) Termination: The statement that: "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 (insert AGS’ toll-free number) to terminate this contract." The preceding portion in capital letters shall be capitalized and in bold.

13) Seller: The UDS shall include the following: "This is a sales solicitation and the seller is (insert AGS name), an alternative gas supplier. If you enter into a contract with the seller, (insert AGS name) 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 a 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."

14) Questions/Information: The UDS shall include the following: "If you have any questions or concerns about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795."

15) Date of Solicitation: The UDS shall state the date the customer was solicited.

16) AGS Sales Agent name and ID: The UDS shall include an AGS Sales Agent name and ID.

c) The UDS shall be provided in the same language as the solicitation and sales contract.