

SAMPLE FORMS

Contracts

Energy Service Provider Agreement for Core Aggregation Service (Form 6536-A, Rev. 12/04)

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

106

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

ENERGY SERVICE PROVIDER AGREEMENT
FOR CORE AGGREGATION SERVICE

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This Contract (“Contract”) is entered into this ____ day of _____, 200____, by and between Southern California Gas Company (“Utility”) and _____ (indicate company name) (“ESP”) a _____ (indicate state and type of business entity), whose business address is _____

_____ collectively referred to as “Parties” or individually as “Party.”

WHEREAS, the California Public Utilities Commission (“CPUC”) has authorized a Core Aggregation Transportation Program and the Parties hereto wish to engage in such Program subject to the applicable Utility tariff rules and rate schedules;

WHEREAS, the Core Aggregation Transportation Program provides small and medium-sized Utility customers an opportunity to purchase gas from sellers other than Utility, while continuing to purchase services needed to transport such gas quantities from Utility;

NOW THEREFORE, in consideration of the mutual undertakings set forth below the parties agree as follows:

I. CORE AGGREGATION SERVICE

1.1 Eligibility -- ESP must meet a minimum annual transport quantity of 250,000 therms delivered to qualified core aggregation transportation customers. If ESP’s group load falls below 250,000 therms per year, ESP has 90 days from notification to make-up the deficient load. If sufficient additional load is not added within 90 days of the date of notification by Utility, this Contract will be terminated at Utility’s sole discretion.

1.2 Compliance with Minimum Core Load Requirements and All Other Terms and Conditions -- ESP will provide service to one or more of Utility’s core end-use customers hereunder. ESP shall meet the annual minimum core load requirement and comply with all terms and conditions set forth in Tariff Rule No. 32, “Core Aggregation Transportation,” which is incorporated herein as an integral part of this Contract (see Attachment A).

1.3 Core Aggregation Transportation Authorization Forms – ESP shall honor completed Core Aggregation Transportation Authorization Forms submitted by ESP prior to implementation of CPUC D. 98-02-108 duly executed by each Utility core end-use customer for whom ESP represents and provides gas supplies and/or service as required pursuant to Tariff Rule No. 32.

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1.4 Adding and Deleting Customers -- ESP may add customers under this Contract by submitting Utility a Direct Access Service Request (DASR) via the electronic format acceptable to SoCalGas in accordance with Tariff Rule No. 32. Accepted DASRs received by the fifteenth calendar day of the month will be switched no later than the customer's meter read date in the following calendar month. Accepted DASRs received after the fifteenth calendar day of the month will be switched no later than the customer's meter read date in the second calendar month after the DASR is submitted.

By submission of the DASR, the ESP warrants that the customer being enrolled in the Transportation Service program by the DASR:

- Has been informed of, and consents to all terms and conditions of SoCalGas' Core Transportation Service, including but not limited to:
- Intended to change their status to "Core Transportation Service" and receive gas procurement and related services from that specific ESP,
- Has authorized the ESP to act on the customer's behalf in various gas procurement activities.
- Has authorized SoCalGas to release the customer's current and historic gas consumption information to that specific ESP.
- Has authorized ESP to do any and all things both proper and necessary in establishing and administering core gas transportation service for and on behalf of Customer, including (by way of illustration and not limitation), the purchase, nomination and delivery of Customer's gas supplies, treatment of gas imbalances, management of gas storage inventories, and all procurement-related transactions for Customer's Utility account specified in the DASR.
- Understands and agrees that core gas transportation service will begin in accordance with the schedule established in Tariff Rule No. 32; that Utility will provide its services under the terms and conditions of the otherwise applicable SoCalGas rate schedule and Tariff Rule 32 (Core Aggregation Transportation), as well as other rules and regulations and any modifications thereto which are from time to time authorized by the CPUC.
- Understands and agrees that Customer shall at all times remain responsible for payment of its core gas transportation service received from Utility, even if Customer has authorized Utility to send its bill to ESP for payment. Customer also understands that it is responsible for all Franchise Fees under Tariff Rate Schedule G-SUR and any Utility Users Tax that a city or county may require as a result of Customer receiving its gas commodity through ESP, and
- Customer releases and shall hold harmless, defend and indemnify, Utility from and against any liability, claims, demands, causes of action, damages, and/or expenses resulting from or in connection with any unauthorized use of such information.

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Acknowledges that under CPUC-approved tariffs governing core gas transportation service, ESP is “an agent for one or more customers buying and arranging gas sales” and that ESPs operate independent of Utility. ESP is not an agent of Utility, and Utility is not liable for any of ESP’s acts, omissions, or representations. Customer understands that the CPUC does not regulate ESP and that the resolution of any disputes with the ESP will be the sole responsibility of Customer. Utility shall have no responsibility to resolve disputes between ESP and Customer.

1.5 Interstate Pipeline Capacity -- Utility will assign firm interstate pipeline capacity to ESP in a manner consistent with Tariff Rule No. 32 and will notify ESP of DCQ and Core Capacity Assignment in writing, by facsimile or on EBB by the 20th calendar day of the month. ESP agrees that the total assigned core capacity quantity shall be the Daily Contract Quantity (DCQ) determined on a monthly basis by SoCalGas, in accordance with Tariff Rule 32, and shall be assigned and accepted at 100% of the “as-billed rate.” ESP will be notified of bid posting by SoCalGas and will have 24 hours to confirm the capacity assignment on the appropriate interstate pipeline bulletin boards. It is the ESP’s responsibility to verify and confirm posting with the interstate pipeline. ESP and interstate pipeline will be responsible for, or liable for any billing or administration of interstate pipeline capacity agreements. If SoCalGas has not received any communication from ESP within the 24-hour bid posting confirmation period, the bid will be considered confirmed. Consequences for failure to confirm shall be determined by Tariff Rule No. 32 and Tariff Rule No. 36. ESP shall be responsible for obtaining and maintaining credit with any interstate pipeline on which capacity is assigned consistent with Tariff Rule No. 32. ESP is responsible for, and shall pay directly to the interstate pipeline, all charges for assigned capacity. Utility will reimburse ESP an amount equal to ESP’s payment to the interstate pipeline for its assigned capacity, offset by Procurement Management Charges due from ESP, all as set forth in Rule 32. ESP shall provide documentation of its payments to interstate pipelines for capacity used by ESP in this Core Aggregation Service in a form acceptable to Utility. Utility shall be entitled to set-off such amount from Utility’s subsequent bills to ESP.

1.6 Nominations and Deliveries -- ESP shall perform capacity nominations and gas deliveries pursuant to the provisions and conditions of Tariff Rules No. 30 “Transportation of Customer-Owned Gas” (see Attachment B to this Contract) and Tariff Rule No. 32.

1.7 Receipt Point Access Service -- ESP’s may receive receipt point access service by utilizing Schedule No. G-RPA. ESPs will have the set-aside option, under Schedule G-RPA, to acquire firm receipt point access rights during the open season process.

1.8 Rebrokering -- ESP may rebroker their allocated interstate pipeline capacity pursuant to the applicable regulations of the Federal Energy Regulatory Commission (FERC). If ESP rebrokers its allocated interstate pipeline capacity, in whole or part, to another party, ESP shall remain financially responsible to Utility for the rebrokered capacity and any associated charges.

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ESPs may participate under the provisions of Tariff Rule No. 36, "Interstate Capacity Brokering," which is incorporated herein as an integral part of this Contract (see Attachment C), for any capacity that is additional to their reserved capacity amount.

1.9 Storage -- For its core aggregation load, ESP is required to deliver quantities of gas to Utility sufficient to meet the storage targets assigned to ESP by Utility as described in Tariff Rule No. 32. Over-deliveries can be traded into storage during the imbalance trading period by utilizing injection rights associated with the ESP's assigned storage capacity.

1.10 Balancing Transportation Services and End-Use Consumption -- ESP is responsible for balancing transportation services with its aggregation customers' end-use consumption. ESP shall manage the imbalances of its end-use customers through means which include participation in Utility's Imbalance Trading Program as permitted in Tariff Rate Schedule G-IMB, which is incorporated herein as an integral part of this Contract (see Attachment D). ESP cannot use any of its storage quantities needed to meet minimum month-end storage targets to offset imbalances. Pursuant to Tariff Rule No. 32, imbalances will be calculated based on the combined gas deliveries and usage of all of ESP's customers, rather than on an individual end-use customer basis. ESP shall pay Utility any and all imbalance charges incurred, pursuant to CPUC authorized tariff rules and regulations, including any Utility Users Tax and any other applicable taxes or fees levied by cities and political subdivisions where ESP's transportation gas quantities are consumed.

1.11 Operational Flow Order -- In the event of an Operational Flow Order (OFO), ESP agrees to nominate the full Daily Contract Quantity (DCQ) as firm deliveries to Utility's system and understands that ESP shall be subject to penalties for non-compliance as outlined in Tariff Rule No. 32.

1.12 Utility Services -- Utility shall read customer meters, send customers legally required notices and bill inserts in accordance with Public Utilities Code 454(a), and provide customers with all other regular Utility services.

II. TARIFF SCHEDULES

ESP is subject to all applicable tariff rules and regulations, including but not limited to the rates, terms and conditions set forth in Tariff Rule No. 30, "Transportation of Customer-Owned Gas;" Tariff Rule No. 32, "Core Aggregation Transportation;" Tariff Rule No. 33, "Electronic Bulletin Board (EBB);" Tariff Rule No. 36, "Interstate Capacity Brokering;" and Tariff Rate Schedule G-IMB. Each of these tariff rules and regulations as they may be amended from time to time (or their legal successors, if superseded) are incorporated herein as an integral part of this Contract (see Attachments A - E).

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III. OPERATING PROCEDURES

ESP agrees to comply with all operating procedures established by Utility, including but not limited to those reasonably required to comply with the interstate pipeline tariffs; the tariffs of Utility (as in effect from time to time); and any applicable rules, procedures, decisions or orders of any governmental entity having jurisdiction. Such procedures shall be established as reasonably necessary to permit Utility to both act as a resource for information and comply with its applicable tariffs (including any applicable General Terms and Conditions) as may be in effect from time to time, and the rules, orders, decisions, and procedures of any governmental entity having jurisdiction over such operating matters.

IV. EBB

ESP may contract separately with Utility to access and use the Utility's EBB, pursuant to Tariff Rule No. 33 "Electronic Bulletin Board (EBB)," incorporated herein as an integral part of this Contract (see Attachment E).

V. CREDITWORTHINESS

Prior to acceptance by Utility, ESP shall have complied with all the provisions and obligations of Tariff Rule No. 32. ESP has the continuing obligation to provide such information to Utility upon the Utility's written request, but not less than annually. Additionally, ESP represents and warrants that there has been no materially adverse change in its financial position from the date of the latest available and provided financial statements to the date hereof (as Utility has relied on such information in entering into this Contract). In the event that (a) Utility determines that a material financial change has adversely affected ESP's credit worthiness, subsequent to the signing of this Contract, or (b) ESP does not provide the information, evidence or assurances requested, Utility may terminate this Contract as of the day written notice is given.

VI. TAXES

ESP shall pay the applicable Utility User's Tax, and any other fees and taxes applicable within the city or political subdivision where the gas is actually used unless otherwise specified in Tariff Rule No. 32.

VII. BILLING AND PAYMENT

7.1 Billing and Payment Terms -- During the term hereof, all charges including, any and all procurement management charges, end-use Customer's utility charges and/or any other applicable charges, shall be billed by Utility and paid by ESP in accordance with Tariff Rule No. 32.

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7.2 ESP's Obligation to Pay Procurement Management Charges -- ESP shall pay any and all procurement management charges including, but not limited to, imbalance/adjustment charges, curtailment/Operational Flow Order (OFO) charges and any storage transactional charges which may arise out of ESP's management of its procurement portfolio on behalf of the customers it serves. ESP shall pay the rate and charges as set forth in Tariff Rate Schedule G-IMB and any applicable taxes, utility users tax or similar assessments, which become applicable to this Contract.

7.3 Billing for Interstate Pipeline Capacity -- Pursuant to Tariff Rule No. 32, ESP will remit payment for interstate pipeline demand charges for all assigned firm interstate pipeline capacity hereunder directly to the appropriate interstate pipeline company and Utility will reimburse ESP for such payments, less any Procurement Management Charges or other charges that ESP owes to Utility, after receiving confirmation from the interstate pipeline company that ESP has made full payment for its assigned capacity.

7.4 ESP Responsibility for Paying Utility Bills on Behalf of End-Use Customers -- ESP is responsible for paying bills from Utility for Utility services as required pursuant to Tariff Rule No. 32 for those end-use customers who have specifically requested this ESP Consolidated Billing option. ESP shall pay in entirety such customers' bills at the rates set forth in the Tariff Rate Schedule(s) applicable to each end-use customer, including but not limited to, customer and service charges, utility users' tax and other taxes, franchise fees and other rates as they become applicable to the customer.

7.5 Billing Disputes -- ESP agrees to resolve any disputed bills and/or charges in accordance with Tariff Rule No. 32.

VIII. TERM

The term of this Contract is twelve months, beginning with the first day of the month after it is fully executed by both Parties, and then month-to-month thereafter, until terminated as set forth in Tariff Rule No. 32.

ENERGY SERVICE PROVIDER AGREEMENT
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IX. TERMINATION

9.1 Termination by Utility -- If a payment is not received within seven days of issuance of a past due notice, ESP's participation in this Contract and participation in the Program will be subject to termination by Utility as set forth in Tariff Rule No. 32. In addition, if Utility receives any notification that ESP has filed or will be filing any type of bankruptcy, or is closing its business, ESP's participation in the Program will be terminated immediately and all of ESP's rights to conduct business under the Program shall be terminated, consistent with any bankruptcy laws that take precedence over the rules set forth in Tariff Rule No. 32. Furthermore, Utility may terminate ESP's participation in the Program for failure to pay the interstate pipeline for the full cost of ESP's assigned capacity.

9.2 Rights and Responsibilities -- Utility's and ESP's rights and responsibilities following such termination under this Contract are set forth in Tariff Rule No. 32.

X. GOVERNMENTAL AUTHORIZATION

Performance hereunder shall be subject to prior receipt by Utility of all necessary governmental authorizations (federal and state) in form and substance satisfactory to Utility.

XI. NOTICES

11.1 Mailing Address -- Any formal notice, request, or demand concerning this Agreement shall be given in writing by ESP, Customer or Utility, and shall be mailed by Registered, Certified or other overnight mail, or delivered in hand, or faxed with confirmation as set forth below, to the other party as indicated below, or to such other address as the parties may designate by written notice.

To ESP: _____

Fax Number: _____
Federal Tax ID: _____
E-mail address: _____

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To Utility: Southern California Gas Company
Customer Choice Manager
M.L. 22E1
555 West Fifth Street
Los Angeles, CA 90013-1040
Fax Number: (213) 244-3897

11.2 Billing Address -- Statements, invoices and billings, and routine communications shall be sent by Utility to ESP by first class U.S. mail to:

and by ESP to Utility by first class U.S. mail to:

Southern California Gas Company
Billing Collections Manager
M.L. 22B1
P.O. Box 3249
Los Angeles, CA 90051-1249

11.3 Notices -- Notices delivered by hand shall be deemed received when delivered. Notices sent electronically or by FAX shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if Certified, Registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

XII. MISCELLANEOUS

12.1 Assignment -- This Contract, and the rights and obligations granted and/or obtained by ESP hereunder, shall not be further transferred or assigned by ESP without the prior written consent of Utility; Utility will refuse to approve any such assignment to a party it determines not to be creditworthy.

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12.2 Choice of Law -- This Contract shall be carried out and interpreted under the laws of the State of California.

12.3 Resolution of Disputes -- Any dispute or need for interpretation arising out of this Contract which cannot be resolved after discussion between the parties to this Contract shall be submitted to the CPUC for resolution.

12.4 Indemnity Clause – ESP shall defend with counsel reasonably approved by Utility, protect, indemnify and hold Utility, its affiliates and any of their directors, officers, representatives and employees free from harm against all claims, demands, losses and causes of action of every kind and character, including reasonable in-house and outside counsel fees and court costs arising from or out of any action or inaction of any party acting by, for or through ESP in ESP’s performance under this Contract. Any such third party shall not be in privity of contract with Utility by any reason of any relationship, legal or otherwise it may have with ESP.

12.5 Damages -- Notwithstanding any other provision hereof, except Section 12.4 above, neither party shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort, for any actions or inactions related to this Contract.

12.6 Governmental Actions -- This Contract shall be subject to the continuing jurisdiction of the CPUC and all orders, rules, regulations, decision or actions of any governmental entity (including a court) having jurisdiction over Utility or this Contract. The Contract is subject to such changes or modifications by the CPUC as it may direct from time to time in the exercise of its jurisdiction.

12.7 Entire Contract -- This Contract including the Exhibits and Attachments listed below, sets forth the entire understanding of the parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both parties. This Contract shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: Tariff Rule No. 32 - Core Aggregation Transportation

Attachment B: Tariff Rule No. 30 - Transportation of Customer-Owned Gas

Attachment C: Tariff Rule No. 36 - Interstate Capacity Brokering

Attachment D: Tariff Rate Schedule G-IMB

Attachment E: Tariff Rule No. 33 – Electronic Bulletin Board (EBB)

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IN WITNESS WHEREOF, the authorized representatives of Utility and ESP have executed two (2) copies hereof as of the date written above.

UTILITY:

SOUTHERN CALIFORNIA GAS COMPANY

By:

Signature: _____

Name: _____

Title: _____

ESP:

By:

Signature: _____

Name: _____

Title: _____

SAMPLE FORMS - CONTRACTS
Master Services Contract, Schedule C
Electronic Bulletin Board (EBB) Agreement Form 6597-3 (Revised 12/04)

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. EXEMPLARY
DECISION NO.

ISSUED BY
Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

MASTER SERVICES CONTRACT
SCHEDULE C
Electronic Bulletin Board(EBB) Agreement

This Agreement is entered into this ____ day of __, 20____, by and between Southern California Gas Company ("Utility") and ____ ("Customer"), and is attached to and incorporated by reference to the Master Services Contract ("MSC") executed by the parties.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the parties agree as follows:

Section 1 - Scope

This Agreement sets forth the terms and conditions under which Utility will make available non-exclusive on-line real time gas services and information, under its new proprietary "EBB" system. EBB now or in the future will have the capability of facilitating electronic bidding, trading and contracting for gas transactions, and information sharing, in connection with SoCalGas' gas pipeline systems or related services offered by SoCalGas or by third parties. EBB also provides parties the ability to access and take actions utilizing a form of electronic data interchange ("EDI"). At all times during the term hereof, Utility reserves the right to alter EBB access, and any software and/or documentation or other materials used in connection with EBB. Utility has made no analysis of what, if any, benefits could accrue to Customer by utilizing EBB, and Utility does not represent that EBB will be operated (a) to meet Customer's needs, (b) without interruption, or (c) so as to provide information which is free from error.

Section 2 - Access/Services

Customer has requested that Utility provide a Logon ID and a non-exclusive, non-transferable, personal right and license to utilize the computer software necessary to access EBB, and any documentation or other materials related thereto, which is subject to change from time to time (collectively "Licensed Materials"). Attached hereto as Exhibit A (and incorporated by reference herein) is an executed copy of Customer's Logon ID Request. The services offered by Utility in connection with EBB will be as specified on EBB, in the Licensed Materials or in Utility's Tariff Rate Schedules and Tariff Rules, as each may be in effect from time to time. Customer shall be solely responsible for the security of its Logon ID by its employees, agents or third parties. Customer may request a new Logon ID whenever it believes such security may be affected, e.g., by personnel leaving Customer's employment.

Section 3 - Term

This Agreement shall become effective on the date that Customer is issued a Logon ID Number ("Effective Date"), and continue thereafter from the Effective Date to the first day of the next following calendar month, and from calendar month to calendar month thereafter until terminated by not less than ten (10) days prior written notice from one party to the other, sent at least ten (10) days prior to the end of any calendar month; provided, however, Utility may terminate this Agreement at any time that Customer fails to comply with the provisions of Section 4 hereof. No termination shall relieve either party from discharging obligations arising prior to termination, including without limitation obligations to pay monies due, and to adjust prior billings and/or payments to reflect actual transactions.

Section 4 - Licensed Materials

Utility shall retain the exclusive title and right to all Licensed Materials. The Licensed Materials reflect the efforts of Utility involving the investment of considerable time and money, and Customer shall employ reasonable security precautions to maintain the confidentiality of the Licensed Materials, including limiting access thereto by only those employees reasonably necessary to utilize EBB in connection with this Agreement. Any software "back up" copies shall be utilized only in the event "back up" is required. Customer shall not duplicate, reproduce, copy, reverse-engineer, reverse compile, modify, transfer, disseminate, translate, merge, convert or otherwise manipulate, or make available to any other party, all or any portion of the Licensed Materials. All Licensed Materials (including "back up" copies) shall be returned by Customer to Utility within ten (10) days following termination of this Agreement or upon Utility providing replacement Licensed Materials, unless Customer shall provide written notice to Utility within the same time period that the applicable Licensed Materials have been destroyed.

Section 5 - LIMITED WARRANTY - DISCLAIMER

- (a) LIMITED WARRANTY - Utility provides the limited warranty that it has the exclusive right to provide Customer the right to utilize EBB and the Licensed Materials as set forth herein; EXCEPT AS SET FORTH IMMEDIATELY ABOVE, UTILITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING EBB OR ANY SERVICE PROVIDED BY UTILITY IN CONNECTION THEREWITH. SPECIFICALLY, UTILITY MAKES NO WARRANTY OR REPRESENTATION REGARDING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF EBB FOR CUSTOMER OR ANY THIRD PARTIES DEALING WITH CUSTOMER (INCLUDING WITHOUT LIMITATION ANY LICENSED MATERIALS PROVIDED IN CONNECTION THEREWITH OR THE CAPABILITY OF CUSTOMER'S EQUIPMENT TO

UTILIZE THE LICENSED MATERIALS), AND NO IMPLIED WARRANTY SHALL BE DEEMED TO APPLY AT ANY TIME AS A RESULT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

- (b) No Third Party Rights - This Agreement is intended to establish rights and obligations between the Utility and Customer, and shall not be deemed to establish any rights for or obligations to any third party.
- (c) Disclaimer - Customer shall be solely responsible for the selection of services, particular transactions and products to achieve Customer's intended results. Utility disclaims any warranty, representation, or opinion, either express or implied, as to the advisability or enforceability of any arrangement or relationship Customer may enter into with any third party based on EBB. Utility also disclaims any responsibility for any loss or injury attributable in whole or in part to its actions or inactions in connection herewith (but any separate contract entered into by Utility and Customer through EBB shall be governed by the terms thereof), including without limitation the operation of EBB and Customer utilization of the Licensed Materials provided in connection therewith, or any error or malfunction related thereto.

Section 6 - EBB Operations

- (a) EDI Communications - The procedures, protocols and other requirements for making EDI transmissions in connection with EBB are set forth on EBB from time to time, or in the Licensed Materials.
- (b) Statute of Frauds/Best Evidence - Each party hereby waives as a defense to the enforceability of any contract formed by EDI transmissions utilizing EBB that the EDI transmissions were not written, signed or executed by any necessary party. However, additional terms or conditions proposed by Customer in any EDI transmission involving Utility's services shall be deemed rejected unless accepted by Utility in writing.
- (c) Authority - Each party shall be entitled to assume that any EDI transmission received is correct, accurate and sent with full authority of the transmitting party when the appropriate Logon ID is utilized.
- (d) Records - In the event of a dispute, SoCalGas' electronic records (or a "hard copy" downloaded there from) are conclusive evidence of any transaction or data applicable thereto.
- (e) Garbled Transmissions - If any EDI transmission is received in an unintelligible, electronically unreadable, or garbled

form, the receiving party shall promptly notify the originating party (if identifiable from the received EDI transmission) in a reasonable manner. In the absence of such notice, the originating party's record of the contents of such EDI transmission shall control.

(f) Proper Receipt -

- (i) No document shall be deemed to be received by EDI or give rise to any obligation until accessible to the receiving party at such party's designated receipt computer, as designated from time to time by each party to the other party by seven (7) days prior written notice.
- (ii) If any acceptance of a document which has been properly received by EDI is required, no obligation shall arise until the party transmitting the document requiring acceptance has properly received in return such acceptance via EDI.

Section 7 - Notices

For purposes of notice, materials, the following addresses shall be utilized:

CUSTOMER:

 Attn: _____

UTILITY:

__555 W.5th Street __ML 22E1_____
 __Los Angeles, CA 90013_____

 Attn: __Capacity Products

All notices and transmittals shall be sent by prepaid U.S. certified mail or courier service. The addresses and contacts listed above may be changed at any time on seven (7) days prior written notice.

Section 8 - Legal Responsibilities

- (a) Control - Customer shall utilize all reasonable efforts to control and prevent misuse of Utility's proprietary Licensed Materials. Utility shall be solely responsible for the operation of EBB.
- (b) Indemnity - Customer shall indemnify and hold harmless Utility from and against any actions, claims, liabilities,

damages, costs and expenses (including reasonable attorneys fees) arising in connection with its utilization of EBB or the Licensed Materials; provided, however, Utility shall be responsible and indemnify and hold harmless Customer from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys fees) related to Utility's ownership of EBB and the Licensed Materials, and Utility's right to enter into this Agreement.

Section 9 - Miscellaneous

- (a) Tariff Rate Schedules and Tariff Rules - This Agreement shall be subject to Utility's Tariff Rate Schedules and Tariff Rules, as in effect from time to time, including without limitation Utility's Tariff Rule 4. For purposes of this Agreement the term "consequential damages" referenced in Rule 4 shall include without limitation any loss of business, opportunity, goodwill, profits, ability to discharge third party obligations or other similar losses.
- (b) Governmental Jurisdiction - This Agreement shall be subject to the continuing jurisdiction of the Public Utilities Commission of the State of California and all rules, regulations, orders or decisions of any governmental entity (including a court having jurisdiction).
- (c) MSC - This Agreement is included as a Schedule to the MSC.
- (d) Entire Agreement - This Agreement sets forth the entire understanding of the parties on the subject matter discussed herein, and supersedes and replaces any prior writings, discussions, or communications, whether oral or written. This Agreement shall only be amended or modified by an instrument in writing executed by both parties. In no event shall this Agreement be amended by course of performance, course of dealing or usage of trade.
- (e) Taxes - Customer shall be solely responsible for any taxes imposed or assessed in connection with this Agreement except for taxes on Utility's income.
- (f) No Joint Venture - Nothing in this Agreement shall be deemed as establishing a joint venture, partnership, association or other joint business relationship.
- (g) Technical Support/Electronic Audit - From time to time, at its sole option, Utility may either offer new services, such as technical support, or establish packages to audit usage of EBB. Subject to Section 9(a), which reflects the automatic implementation of additional service conditions or charges, any new services provided to Customer hereunder shall be described in an Exhibit executed by both parties,

which shall be attached hereto and incorporated by reference herein.

- (h) Special Conditions - The following special conditions shall apply to this Agreement:

IN WITNESS WHEREOF the authorized representatives of Utility and Customer have executed two (2) duplicate original copies as of the date above.

"CUSTOMER"

"UTILITY"

[FULL NAME]

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

By: _____

Title: _____

Title: _____

Southern California Gas Company
EBB Logon ID Request

COMPANY NAME (COMPLETE LEGAL NAME)	
ADDRESS	CITY
STATE	ZIP CODE
PHONE NUMBER	FAX NUMBER
CUSTOMER'S AUTHORIZED EMPLOYEE (FULL NAME)	
EMAIL ADDRESS:	DATE

Indicate your service selection

Service	Select Data Access Privileges		
Transaction/Nominations	Execute/Update ()	View Only ()	No Access ()
Imbalance Trading	Execute/Update ()	View Only ()	No Access ()
Meter Usage	Not Applicable	View Only ()	No Access ()
Storage Administration	Not Applicable	View Only ()	No Access ()
Capacity Trading	Execute/Update ()	View Only ()	No Access ()

Customer agrees that changes or additions to this Logon ID Request form may be made by Customer faxing the form executed by an authorized representative of Customer to Utility, who may rely on the fax signature as if it were an original. Such authorized representative shall be the person(s) executing the applicable contract for the particular service or, if Customer wishes to enable other representatives to execute subsequent forms on behalf of Customer, Customer shall provide a delegation of authority (Form No. 6537).

Terminations of authority may be e-mailed to Utility at: Envoy@semprautilities.com.

This Logon ID Request Form is subject to Utility's Tariff Rule No. 33 and is executed by Customer pursuant to Rule No. 33.

"CUSTOMER"

By: _____
 Title: _____
 Date: _____

MASTER SERVICES CONTRACT - SCHEDULE K
POOLING SERVICE AGREEMENT
Form No. 6597-13 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

106

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

MASTER SERVICES CONTRACT
SCHEDULE K
POOLING SERVICE AGREEMENT

Pool ID No. _____
Account No. _____

This Pooling Service Agreement (“Agreement”) is entered into as of the ____ day of **Month**, **Year**, by and between Southern California Gas Company (“Utility”) and **Customer Name** (“Customer”), and is an independent Agreement incorporating by reference all of the terms and conditions of that certain Master Services Contract (“MSC”) executed by the Parties.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth below, the parties agree as follows:

Section 1 – Services

This Agreement sets forth the terms and conditions under which Utility will provide end-use customers, customer agents, contracted marketers, core aggregators, SoCalGas Gas Acquisition, and any other legal entity seeking to conduct business on the SoCalGas system pooling service on the SoCalGas system.

Section 2 – Effective Date/Term

- (A) **Effective Date** - This Agreement shall be effective at 6:00 a.m. on the 1st day of **Month**, **Year** and shall continue month to month thereafter until terminated by either party on 30 days prior written notice.
- (B) **Early Termination** - This Agreement may be terminated by Utility immediately under the following circumstances:
 - (1) In the event of a failure by Customer to pay on a timely basis all sums billed by Utility, as provided in Section 7 of this Agreement.
 - (2) In the event that Customer fails to establish Customer’s continued creditworthiness in accordance with SoCalGas’ applicable credit rules.

Section 3 - Rates

This Agreement shall be subject to Utility's Tariff Rate Schedule **G-POOL** and other applicable Tariff Schedules, as in effect from time to time, including without limitation Utility's Tariff Schedule G-RPA.

Section 4 – Operations

All nominations, confirmations, and other operating procedures for transportation services shall be subject to Utility's Tariff Rate Schedule **G-POOL** and Tariff Rules, as in effect from time to time.

Section 5 – Notices

All notices and requests under this Agreement shall be deemed to have been duly given if sent by first-class postage prepaid U. S. mail, by courier service, or if sent on a business day by facsimile (fax) properly addressed, and with confirming original copy thereof being sent (the same business day) by first-class postage prepaid mail, properly addressed, as follows:

CUSTOMER:
Company
Street Address
City, State, Zip
Attn: _____

UTILITY:
Southern California Gas Company
555 W. 5th Street
Los Angeles, CA 90013
Attn: Capacity Products, M.L. 22E1

Section 6 – Billing and Payment

(A) Billing/Payment - During the term hereof, all charges billed by Utility to Customer for pooling service charges and/or any other applicable charges shall be billed by Utility and paid by Customer in accordance with the MSC and Rule No. 9. If full payment has not been so received, Utility may terminate this Agreement as provided in Section 9 of this Agreement.

(B) Disputes - In the event of a billing dispute, the Customer may use the dispute resolution provision available and deposit the amount of the bill with the Public Utilities Commission in accordance with Rule No. 11.

Section 7 – Establishment of Credit

Credit requirements to participate in pooling services are described in Tariff Rate Schedule G-POOL and SoCalGas' applicable credit rules.

Section 8 – Termination

Service may be terminated as provided in Tariff Rate Schedule G-POOL and Rule No. 9.

Section 9 – Regulatory

Tariff Schedules - This Agreement shall be subject to Utility's Tariff Rate Schedule G-POOL and other applicable Tariff Schedules and Rules as in effect from time to time, including without limitation Tariff Rule No. 1, No. 4 and No. 30.

Section 10 – Miscellaneous Legal Provisions

All of the terms and conditions of the MSC are incorporated herein by reference.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two (2) duplicate original copies hereof as of the date written above.

**“CUSTOMER”
Company**

By: _____

Title: _____

**“UTILITY”
Southern California Gas Company**

By: _____

Title: _____

MASTER SERVICES CONTRACT - SCHEDULE L
RECEIPT POINT ACCESS CONTRACT - EXHIBIT A
Form No. 6597-17 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

105

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

RECEIPT POINT ACCESS CONTRACT

EXHIBIT A

SCHEDULE L (for manual use only)



Southern
California
Gas Company

A Sempra Energy company

Date: _____, 200_

Receipt Point Access Contract #: _____

This Receipt Point Access Contract (RPAC) is subject to the Receipt Point Master Agreement (RPMA) between Utility and Customer dated _____. The terms of this RPAC are binding unless disputed in writing as provided in the RPMA.

UTILITY: _____

Attn: _____

Phone: _____

Fax: _____

E-mail address: _____

CUSTOMER: _____

Attn: _____

Phone: _____

Fax: _____

RPMA No. _____

E-mail address: _____

Term: Begin: _____, 200_

End: _____, 200_

Rate: Primary Transaction

G-RPA1 (Firm)

G-RPA2 (Firm) \$ _____/Dth

G-RPAN (Firm)

G-RPI (Interruptible)

Secondary Market Transaction

Rate Schedule: (check one)

Reservation Rate

G-RPA1 (Firm) \$ _____/Dth or % _____ Tariff

G-RPA2 (Firm) \$ _____/Dth or % _____ Tariff

G-RPAN (Firm) \$ _____/Dth or % _____ Tariff

Original RPAC #: _____

Daily Contract Quantity: _____ Dth/day (the rate dictates whether or not the contract is firm or interruptible)

Receipt Point: (select one)

El Paso Pipeline at Ehrenberg

Mojave Pipeline at Hector Road

PG&E at Kern River Station

Transwestern at North Needles

Southern Trails Pipeline at North Needles

Occidental Petroleum at Gosford

Transwestern at Topock

Kern River Pipeline at Kramer Junction

TGN at Otay Mesa

El Paso Pipeline at Topock

Kern River Pipeline and Mojave Pipeline at Wheeler Ridge

California Supply (Line 85)

California Supply (North Coastal)

Utility: _____

By: _____

Title: _____

Date: _____

Customer: _____

By: _____

Title: _____

Date: _____

MASTER SERVICES CONTRACT - SCHEDULE M
RECEIPT POINT MASTER AGREEMENT
Form No. 6597-18 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

105

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

**RECEIPT POINT MASTER AGREEMENT
SCHEDULE M**

This Receipt Point Master Agreement (RPMA) is entered into as of the following date: _____.

The parties to this RPMA are the following:

Southern California Gas Company _____ and _____
555 West Fifth Street _____
Los Angeles, California 90013-1011 _____
Attn: **Capacity Products** _____ Federal Taxpayer ID: _____
Phone: _____ Fax: _____ Duns # _____
Master Services Contract # _____
Attn: _____
Phone: _____ Fax: _____
E-mail address _____

This RPMA incorporates by reference for all purposes all of the terms and conditions for the Master Services Contract dated _____ between Southern California Gas Company ("Utility") and _____ ("Customer"). The parties hereby agree to the following additional General Terms and Conditions:

GENERAL TERMS AND CONDITIONS

SECTION 1. PURPOSE AND PROCEDURES

- 1.1. These General Terms and Conditions to the RPMA are intended to facilitate the purchase of Receipt Point Access rights or Off-System Delivery Services. "Customer" refers to the party purchasing Receipt Point Access rights or Off-System Delivery Services and "Utility" refers to the party selling those rights.
- 1.2. The parties will use the following Receipt Point Access Contract (RPAC) or Off-System Delivery Contract (OFF) procedure. Should the parties come to an agreement regarding a receipt point access or off-system delivery service transaction for a particular Receipt Period, the Utility shall, and Customer may, record that agreement on a RPAC or OFF and communicate such RPAC or OFF by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of non-conflicting RPACs or OFFs or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.
- 1.3. If a sending party's RPAC or OFF is materially different from the receiving party's understanding of the agreement referred to in Section 1.2., such receiving party shall notify the sending party via facsimile by the Confirm Deadline, unless such receiving party has previously sent a RPAC or OFF to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's RPAC or OFF. If there are any material differences between timely sent RPACs or OFFs governing the same transaction, then neither RPAC or OFF shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the RPACs or OFFs. The entire agreement between the parties shall be those provisions contained in both the RPMA and any effective RPAC or OFF. In the event of a conflict among the terms of (i) a RPAC or OFF, (ii) the RPMA, and (iii) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

SECTION 2. DEFINITIONS

- 2.1. "Receipt Point Contract" shall mean the document, substantially in the form of Exhibit A, Schedule N, setting forth the terms of a purchase and sale receipt point transaction formed pursuant to Section 1 for a particular Receipt Period.
- 2.2. "Off-System Delivery Service Contract" shall mean the document, substantially in the form of Exhibit B, Schedule O, setting forth the terms of a purchase and sale receipt point transaction formed pursuant to Section 1 for a particular Receipt Period.
- 2.3. "Receipt Point Master Agreement" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein.
- 2.4. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.
- 2.5. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a

Confirmation is received; provided, if the RPAC or OFF is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

- 2.6. "Confirming Party" shall mean the party that prepares and forwards RPACs or OFFs to the other party.
- 2.7. "Contract" shall mean the legally-binding relationship established by (i) the RPMA (ii) the provisions contained in any effective RPAC or OFF (iii) the provisions in any effective amendment to a RPAC or OFF and (iv) the Master Services Contract.
- 2.8. "Contract Price" shall mean the amount expressed in U.S. Dollars per Dth or % of Tariff Rate, as evidenced by the Contract Price on the RPAC or OFF.
- 2.9. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as set forth in the RPAC or OFF.
- 2.10. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Utility in its Rule No. 1.
- 2.10. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure.
- 2.11. "Gas" shall mean any mixture of hydrocarbons and non-combustible gases in a gaseous state consisting primarily of methane.
- 2.12. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability.
- 2.13. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.14. "Receipt Period" shall be the period during which deliveries are to be made to the Receipt Point(s) as set forth in the RPAC or OFF.
- 2.15. "Receipt Point" shall mean such point as are mutually agreed upon between Utility and Customer as set forth in the RPAC or OFF.
- 2.15. "Scheduled Gas" shall mean the quantity of Gas confirmed by Utility for movement, transportation or management.
- 2.16. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Utility or Customer upstream or downstream, respectively, of the Receipt Point pursuant to a particular RPAC or OFF.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Utility agrees to sell and Customer agrees to purchase, the Daily Contract Quantity (DCQ) for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as specified in the RPAC or OFF.
- 3.2. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

SECTION 4. TRANSPORTATION AND NOMINATIONS

- 4.1. Customer shall have the sole responsibility for transporting the Gas to the Receipt Point in association with Receipt Point Access rights.
- 4.2. The parties shall coordinate their nomination activities as provided for in SoCalGas' Rule No. 30 or its legal successor. Each party shall give the other party timely prior notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered each Day.
- 4.3. Customer shall conform to the operating procedures set forth in all applicable Utility tariffs and rules in effect during the term of this RPMA.

SECTION 5. QUALITY AND MEASUREMENT

- 5.1. All Gas delivered by Customer shall meet the quality and heat content requirements as provided for in SoCalGas' Rule No. 30 or its legal successor.
- 5.2. The unit of quantity measurement for purposes of this Contract shall be one Dth dry.

SECTION 6. BILLING, PAYMENT AND AUDIT

- 6.1. Utility shall invoice Customer in accordance with the rate selected by Customer in the RPAC or OFF and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas.
- 6.2. Customer shall remit the amount due in accordance with the provisions set forth in the Master Services Contract between Utility and Customer and Utility's Rule No. 9, Discontinuance of Service. If a Customer disputes a Utility bill, the disputed amount will be

deposited with the CPUC pending resolution of the dispute under existing Commission procedures. No termination of participation will occur for this dispute while the Commission is hearing the matter.

- 6.3. In the event any payments are due Customer hereunder, payment to Customer shall be made in accordance with Section 6.2. above.

SECTION 7. INDEMNITY

- 7.1. Customer agrees to indemnify Utility in accordance with the provisions of SoCalGas' Rule No. 30, Section A.2 or its legal successor.
- 7.2. Notwithstanding the other provisions of this Section 7., as between Utility and Customer, Customer will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Customer to meet the quality requirements of Section 5.

SECTION 8. NOTICES

- 8.1. All RPACs or OFFs, invoices, payments and other communications made pursuant to the RPMA ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.
- 8.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.
- 8.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission, if the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered two Business Days after mailing.
- 8.4. Customer shall provide prior written notice to Utility of those persons authorized by Customer to submit binding open season bids, make nominations on behalf of Customer, and execute secondary market transactions for RPACs or OFFs. Customer shall notify Utility at the earliest time practicable when such persons are no longer authorized to conduct these transactions on behalf of Customer. Customer shall further notify SoCalGas at the earliest time practicable whenever any person who has been given a secure log-in ID by SoCalGas for purposes of making nominations on behalf of Customer is no longer authorized by Customer to use such secure log-in ID.

SECTION 9. FINANCIAL RESPONSIBILITY

- 9.1. In order to receive service from Utility, Customer must meet the credit requirements as determined from time to time by the Utility.
- 9.2. Each party reserves to itself all rights, set-offs, counterclaims, and other defenses which it is or may be entitled to arising from the Contract.

SECTION 10. FORCE MAJEURE

- 10.1. Except with regard to a party's obligation to make payment due under Section 6., neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein is defined in SoCalGas' Rule No. 1, as further defined in Section 10.2.
- 10.2. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Utility and Customer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.
- 10.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship.
- 10.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbance.
- 10.5. The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its

obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

SECTION 11. TERM

11.1. This Contract may be terminated on 30 days' written notice, but shall remain in effect until the expiration of the latest Receipt Period of any RPAC or OFF(s). The rights of either party pursuant to Section 6.4., the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the RPMA or any RPAC or OFF.

SECTION 12. MISCELLANEOUS

12.1. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

12.2. There is no third party beneficiary to this Contract.

12.3. Each party hereby confirms that it shall comply with all applicable requirements set forth in the Federal Acquisition Regulations (or successor thereto) in effect on the date of this agreement, including but not limited to the following: 48 C.F.R. Section 52 et seq.; Affirmative Action for Workers with Disabilities; Affirmative Action Compliance; Prohibition of Segregated Facilities; Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era; Utilization of Small Business Concerns; Equal Opportunity; Affirmative Action Programs; Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and any applicable sections contained in 41 C.F.R. Chapter 60. The terms and conditions thereof shall be controlling over any conflicting terms and conditions set forth in this Contract or any written Amendment hereto.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this RPMA in two (2) duplicate original copies.

Southern California Gas Company

(Customer)

By _____

By _____

Title _____

Title _____

MASTER SERVICES CONTRACT - SCHEDULE N
OFF-SYSTEM DELIVERY SERVICE CONTRACT - EXHIBIT B
Form No. 6597-19 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

105

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

OFF-SYSTEM DELIVERY SERVICE CONTRACT EXHIBIT B

SCHEDULE N (for manual use only)



Date: _____, 200__

Off-System Delivery Contract #: _____

This Off-System Delivery Service Contract (OFF) is subject to the Receipt Point Master Agreement (RPMA) between Utility and Customer dated _____. The terms of this OFF are binding unless disputed in writing as provided in the RPMA.

UTILITY: _____ _____ _____ Attn: _____ Phone: _____ Fax: _____ E-mail address: _____	CUSTOMER: _____ _____ _____ Attn: _____ Phone: _____ Fax: _____ RPMA No. _____ E-mail address: _____
Term: Begin: _____, 200_ End: _____, 200_	
Rate: Primary Transaction <input type="checkbox"/> G-OFFI (Interruptible) <input type="checkbox"/> G-OFFP (Interruptible for delivery to PG&E)	
Daily Contract Quantity: _____ Dth/day (the rate dictates whether or not the contract is firm or interruptible)	
Receipt Point: (select one) <input type="checkbox"/> El Paso Pipeline at Ehernberg <input type="checkbox"/> Mojave Pipeline at Hector Road <input type="checkbox"/> PG&E at Kern River Station <input type="checkbox"/> Transwestern at North Needles <input type="checkbox"/> Southern Trails Pipeline at North Needles <input type="checkbox"/> Occidental Petroleum at Gosford <input type="checkbox"/> Transwestern at Topock <input type="checkbox"/> Kern River Pipeline at Kramer Junction <input type="checkbox"/> TGN at Otay Mesa <input type="checkbox"/> El Paso Pipeline at Topock <input type="checkbox"/> Kern River Pipeline and Mojave Pipeline at Wheeler Ridge	
Utility: _____ By: _____ Title: _____ Date: _____	Customer: _____ By: _____ Title: _____ Date: _____

AMENDMENT TO SCHEDULE L
RECEIPT POINT ACCESS CONTRACT
Form No. 6597-20 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

105

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

**AMENDMENT TO
RECEIPT POINT ACCESS CONTRACT**

This Amendment is entered into as of the following date: _____.
The parties to this Amendment to the Receipt Point Access Contract (RPAC) are the following:

Southern California Gas Company _____ 555 West Fifth Street M.L. _____ Los Angeles, California 90013-1011 _____ Attn: _____ Phone: _____ Fax: _____	and	_____ _____ _____ Duns # _____ Original Party's RPAC # _____ Attn: _____ Phone: _____ Fax: _____ E-mail address: _____ Secondary Party's RPAC # _____
---	-----	---

This Amendment incorporates by reference for all purposes all of the terms and conditions of the Master Services Contract dated _____ between Southern California Gas Company and _____, the Receipt Point Master Agreement dated _____ between Southern California Gas Company and _____ ("RPMA"), and RPAC dated _____ between Southern California Gas Company and _____. The parties hereby agree to the following provisions amending the provisions of said RPAC:

SECTION 1. TERM

From _____ To _____.

SECTION 2. DAILY CONTRACT QUANTITY

Customer hereby elects to reduce the Daily Contract Quantity by _____ Dths/day.

SECTION 3. BROKERED RATE

Reservation Rate: \$ _____ per Dth or _____ % of Tariff Rate (if applicable)

IN WITNESS WHEREOF, the authorized representatives of parties have executed this Amendment to the RPAC in duplicate.

Southern California Gas Company

"Utility"

By _____

Title _____

"Customer"

By _____

Title _____

**NOMINATION AND TRADING AUTHORIZATION
FOR RECEIPT POINT MASTER AGREEMENT**
Form No. 9924 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

105

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____



Nomination and Trading Authorization Form
(Designation of a Nominating or Trading Agent
for Receipt Point Master Agreement)

[Instructions: Use this form to officially notify the Southern California Gas Company of your intent to add a designated nominating or trading agent on your Receipt Point Master Agreement (RPMA). Type or print the information requested in the appropriate boxes, sign it, and fax it to: Capacity Products, fax # (213) 244-3897]

CUSTOMER

Customer Name:
RPMA #:

NOMINATION AUTHORIZATION

Customer hereby designates the following agent, with full authority to act on behalf of Customer, to make nominations, pursuant to SoCalGas' Rule No. 30, utilizing Customer's RPACs under the aforementioned RPMA. A Customer is allowed no more than one nominating agent at any one time, thus this authorization supersedes all previous authorizations.

Authorized Nominating Agent:
Effective Beginning: **through** *(end date is optional)*

Nominations placed by Customer and authorized nominating agent in total shall not exceed the Daily Contract Quantity (DCQ) of Customer's RPAC on any day this authorization is in effect.

TRADING AUTHORIZATION (if applicable)

Customer hereby designates the following agent, with full authority to act on behalf of Customer, to make trades (buy or sell) of Receipt Point Access rights for secondary market trading only, pursuant to SoCalGas' Rate Schedule No.G-RPA, utilizing any of Customer's RPACs under the aforementioned RPMA. A Customer is allowed no more than one trading agent at any one time, thus this authorization supersedes all previous authorizations.

Authorized Trading Agent:
Effective Beginning: **through** *(end date is optional)*

Acts made by the agent shall be deemed acts of the Customer for all purposes, and Customer shall remain responsible for payment for all services contracted for under the referenced RPMA, and for compliance with all terms, conditions and obligations of the RPMA, applicable rate schedules, and SoCalGas Rules. Customer expressly agrees to indemnify and hold SoCalGas harmless for any damages, losses, judgments or expenses to SoCalGas, or claims against SoCalGas asserted by others, including expenses and attorney's fees in defending or settling such claims, arising out of any acts or omissions by the authorized agent and arising out of this Authorization, directly or indirectly, which violate or are not in compliance with SoCalGas' Rules, applicable rate schedules and contracts, or sound gas industry standards and practices.

Customer Signature:
Name:
Title:
Date:

TERMINATION OF NOMINATING OR TRADING AGENT
FOR RECEIPT POINT MASTER AGREEMENT
Form No. 9926 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

105

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____



Termination of Nominating or Trading Agent Form
(Termination of a Nominating or Trading Agent)
for Receipt Point Master Agreement)

[Instructions: Customers, use this form to officially notify Southern California Gas Company (“SoCalGas”) of your intent to terminate a designated nominating or trading agent on your Receipt Point Master Agreement (RPMA). Type or print the information requested in the appropriate boxes, sign it, and fax it to: Capacity Products, fax # (213) 244-3897]

SoCalGas may give notice of its receipt of this Form to Customer and/or to the Authorized Agent.

CUSTOMER

Customer:
RPMA #:

AUTHORIZED AGENT

This form serves as the notice to terminate the relationship between Customer and Authorized Agent named below.

Nominating Agent or Trading Agent

Month/Year

Requested Effective start date:

Customer Name:

Signature: Date:

Name:

Title:

ASSIGNMENT OF FIRM RECEIPT
POINT ACCESS RIGHTS
Form No. 9927 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

105

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____



A Sempra Energy™ company

Assignment of Firm Receipt Point Access Rights (To be used to assign part or all of RPAC rights)

[Type or print the information requested in the appropriate boxes, sign it, then fax it to:
Capacity Products, fax # (213) 244-3897 no later than 5.p.m. on **xxxxxDate.**]

Assignor Information:

Date Requested: _____ (mm/dd/yy)
Customer Name: _____
RPAC #: _____
Rate Schedule: G-RPA 1 G-RPA2 G-RPAN

Receipt Point:

- El Paso Pipeline at Ehrenberg
- PG&E at Kern River Station
- Southern Trails Pipeline at North Needles
- Transwestern at Topock
- TGN at Otay Mesa
- Kern River Pipeline and Mojave Pipeline at Wheeler Ridge
- California Supply (Line 85)
- Mojave Pipeline at Hector Road
- Transwestern at North Needles
- Occidental Petroleum at Gosford
- Kern River Pipeline at Kramer Junction
- El Paso Pipeline at Topock
- California Supply (North Coastal)

Firm Receipt Point Access Rights To Be Assigned:

Daily Contract Quantity (DCQ) _____ Dekatherms/day
Term: Starting: _____ (mm/dd/yy) Ending: _____ (mm/dd/yy)
Reservation Rate: _____ % of Tariff or \$ _____/Dth

Assignor to Retain Secondary Responsibility for payment: Yes No

Signed: _____
Name: _____
Title: _____

Assignee Information:

Customer Name: _____
RPMA #: _____
Signed: _____
Name: _____
Title: _____
Dated: _____

SoCalGas Action:

Date: _____ (mm/dd/yy)

Approved: _____ (Y/N)
Assignee RPAC #: _____

Reason Not Approved: _____

FIRM RECEIPT POINT LOCATION
CHANGE REQUEST
Form No. 2900 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

105

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____



A Sempra Energy[®] company

Firm Receipt Point Location Change Request

[Type or print the information requested in the appropriate boxes, sign and fax to: Capacity Products, fax # (213) 244-3897 no later than 5.p.m. on

1. Requestor Information:

Customer	
RPMA #	
RPAC#	
Name:	
Email:	
Title:	
Signature:	
Date:	

2. Firm Receipt Point Change Designation Request: (choose receipt point location code from table below)

Effective the first day of: _____ (month/year)

	Loc Code	Jan (Dth/day)	Feb (Dth/day)	Mar (Dth/day)	Apr (Dth/day)	May (Dth/day)	Jun (Dth/day)	Jul (Dth/day)	Aug (Dth/day)	Sep (Dth/day)	Oct (Dth/day)	Nov (Dth/day)	Dec (Dth/day)
FROM													
TO													

3. Receipt Point Selection

Location Code	Receipt Point
101	El Paso Pipeline at Ehrenberg
202	El Paso Pipeline at Topock
303	Southern Trails Pipeline at North Needles
404	Transwestern at Topock
505	Transwestern at North Needles
606	Kern River Pipeline and Mojave Pipeline at Wheeler Ridge
707	Kern River Pipeline at Kramer Junction
808	PG&E at Kern River Station
909	Occidental Petroleum at Gosford
1010	TGN at Otay Mesa
1111	Mojave Pipeline at Hector Road
1212	California Supply (North Coastal)
1313	California Supply (Line 85)

For Use by SoCalGas Only

Approved: _____ (Y/N)

Reason Not Approved:

Name: _____

Title: _____

Signature: _____

Date: _____

REQUEST FOR POOLING SERVICE CONTRACT
Form No. 9928 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

105

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____



A  Sempra Energy company

SOUTHERN CALIFORNIA GAS COMPANY
Request for Pooling Service Contract

LEGAL INFORMATION

Legal Company Name: _____

Duns Number: _____

Pooler ID Number: _____ (Leave Blank)

Federal Taxpayer ID: _____

State of Incorporation: _____

CONTACT INFORMATION

Name: _____

Address: _____

City: _____

State & Zip Code: _____

Phone: _____

Fax: _____

BILLING INFORMATION

Name: _____

Address: _____

City: _____

State & Zip Code: _____

When complete, fax to Capacity Products at (213) 244-3897

DELEGATION OF AUTHORITY TO EXECUTE LOGON ID REQUEST
ON UTILITY'S EBB TO MAKE ADDITIONS/CHANGES
ON BEHALF OF CUSTOMER, Form No. 6537 (12/04)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. **EXEMPLARY**
DECISION NO.

108

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

DELEGATION OF AUTHORITY TO EXECUTE LOGON ID REQUEST
ON UTILITY'S EBB TO MAKE ADDITIONS/CHANGES
ON BEHALF OF CUSTOMER

Customer hereby authorizes the individual(s) named below to execute and deliver to Utility Form 6597-3_ adding to or changing the service applications which Customer may enter into electronically and/or adding to or changing the individuals authorized to use Utility's EBB on Customer's behalf:

Name of Authorized Employee for Customer: _____

Title: _____

Name of Authorized Employee for Customer: _____

Title: _____

Utility may rely on this Delegation of Authority until Utility receives notice of its termination in the manner provided in Rule No. 33. The individual(s) signing this Delegation on behalf of Customer represent and warrant to Utility that they are authorized to execute and deliver it on behalf of Customer.

This Form is subject to Rule No. 33.

CUSTOMER

By: _____

Title: _____

Printed Name: _____