

SAMPLE FORMS: CONTRACTS
Continuous Service Agreement
Form 6558-D, 07/08

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(See Attached Form)

SAMPLE FORM - DO NOT USE
FOR OFFICIAL FORM CALL 1-800-427-2200

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 3880
DECISION NO.

107

ISSUED BY

Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Jul 10, 2008
EFFECTIVE Aug 9, 2008
RESOLUTION NO. _____

TERMS AND CONDITIONS

The undersigned (“Applicant”) and Southern California Gas Company (“SoCalGas”) mutually agree as follows:

1. SoCalGas shall leave gas service on from the time a tenant requests gas service terminated (“Termination”) until a subsequent tenant has arranged for and established service in accordance with SoCalGas tariffs, rules and regulations.
2. Approval of this Agreement by SoCalGas will exempt the Applicant from future service establishment charges for the dwelling units listed following any termination in connection with the single, subsequent establishment of service after such Termination by the subsequent tenant in the dwelling unit.
3. Applicant shall promptly pay gas bills including service charges from Termination until Transfer (as defined below).
4. Applicant is responsible for informing new tenants of their need to arrange with SoCalGas for the transfer of the gas service account into their individual names at the time of occupancy and shall be liable for all bills with respect to such account until it is transferred in accordance with Item 5 (“Transfer”).
5. SoCalGas agrees that on receipt of notification from a current tenant to terminate service, the service shall be terminated on the agreed termination date or no later than two (2) working days after receipt of notification. The meter readings taken in conjunction with the termination of service shall be used to bill the terminating tenant and also as a base to start billing the Applicant.
6. In the event of a simultaneous request for termination of service from the current tenant and a request for Transfer from a new tenant, the account shall pass from the current to the new tenant without being subject to the provisions of this Agreement.
7. Applicant must have/maintain credit acceptable to SoCalGas in accordance with applicable tariffs to continue service under this Agreement. Should gas bills rendered to the Applicant for this or any other account not paid in a timely basis and require collection activity, this Agreement may be terminated immediately by SoCalGas.
8. This Agreement does not prevent discontinuation of service due to a tenant’s or Applicant’s nonpayment of bills or deposit. In the event of nonpayment or unauthorized usage by the tenant or Applicant, or if the equipment is found to be tampered with, gas service to the premises will be terminated. In addition, this Agreement does not prevent discontinuation of service in the event of a hazardous condition found during routine maintenance or service request by the tenant.
9. This Agreement shall otherwise remain in effect until Applicant or SoCalGas provides notification to the other party to terminate the Agreement. Applicant is responsible for terminating the Agreement to prevent continual billing of account(s) in Applicant’s name and covered by this Agreement after selling of property or change in ownership. Upon termination of the Agreement, any account billing in the Applicant’s name covered by this Agreement will be subject to service disconnection unless SoCalGas is notified otherwise.
10. The signatory to this Agreement represents that he/she has the authority to bind the corporation, partners, joint venture or individuals in this matter, if applicable.
11. This Agreement shall become effective within (30) days after the completed and signed Agreement is received by SoCalGas.