

SAMPLE FORMS - CONTRACTS
Electronic Bulletin Board (EBB) Agreement Form 6800 (05/2006)

Sheet 1

T

(See Attached Form)

(TO BE INSERTED BY UTILITY)

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

102

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

ELECTRONIC BULLETIN BOARD AGREEMENT

This Agreement is entered into this day of , 2005 ("Effective Date"), by and between Southern California Gas Company, at _____ [address] _____ ATTN: _____ [title] _____ ("Utility") and _____, at _____ [address] _____ ATTN: _____ [title] _____ ("Customer").

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

Section 1 - Scope

This Agreement, and its related Exhibits, sets forth the terms and conditions under which Utility will make available on-line gas services and information on a non-exclusive basis under its proprietary Electronic Bulletin Board "EBB" system. In acting hereunder each party shall be an independent contractor. During the term hereof, Utility reserves the right to alter EBB access, including without limitation applying additional restrictions on access and use, as well as to replace, modify or eliminate any software and/or documentation or other materials provided to Customer in connection with EBB usage (collectively, "Licensed Materials"). Nothing in this Agreement shall be considered to have transferred any ownership, title or other interest in the EBB system or any Licensed Materials, or materials derived from or based thereon, and SoCalGas shall remain the sole owner thereof. The services offered by Utility in connection with EBB will be as specified in this Agreement, on EBB, or in Utility's Tariff Rate Schedules and Tariff Rules, including Rule No. 33, (collectively, "Tariff Rules"), as each may be in effect from time to time. In the event of any conflict, the materials posted on the EBB shall take precedence over this Agreement, and the Tariff Rules shall take precedence over the EBB posted materials.

Section 2 - Term

This Agreement shall become effective on the Effective Date, and continue to the first day of the next following calendar month, and thereafter from calendar month to calendar month 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; however, Utility may terminate this Agreement at any time as provided in the Tariff Rules. Termination shall eliminate any right of use to EBB or the Licensed Materials by Customer. No termination shall, however, relieve either party from discharging obligations arising prior to termination, including without limitation obligations to pay monies due or to adjust prior billings and/or payments to reflect actual transactions.

Section 3 - 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 RELATED SERVICE BY UTILITY. SPECIFICALLY, UTILITY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF EBB OR THE LICENSED MATERIALS BY CUSTOMER.

(b) Responsibility - Customer shall be solely responsible for the selection of services it utilizes, and the transactions and products it selects. Utility 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.

(c) Indemnity - Customer shall indemnify and hold harmless Utility from and against any actions, claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees, costs and disbursements) 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, costs and disbursements) related to Utility's ownership of EBB and the Licensed Materials, and Utility's right to enter into this Agreement.

Section 4 - Notices

For purposes of notice, all notices and transmittals shall be sent by prepaid U.S. certified mail or courier service to the addresses and contacts listed above, which may be changed at any time on seven (7) days prior written notice.

Section 4 - Miscellaneous

- (a) 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.
- (b) Entire Agreement - This Agreement sets forth the entire understanding of the parties on the subject matter 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. To be effective, any waiver of the terms hereof must be in writing.
- (c) Choice of Law - This Agreement shall be interpreted under the laws of the state of California, without reference to its principles on conflicts of laws.
- (d) 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 Effective Date.

CUSTOMER

UTILITY

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

By: _____

Title: _____

Title: _____

**ELECTRONIC BULLETIN BOARD AGREEMENT
EXHIBIT A**

EBB Logon ID Request Form

Contact Information

Company Name	
Street Address	
City ST ZIP Code	
Work Phone No.	
Fax Phone No.	
E-Mail Address	
Customer's Authorized Employee (Full Name)	

EBB Service Selections

Service	Select Access Privilege's		
Transactions/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 ()
EBB Operational Info	View Only Access to Informational Postings and Pipeline Operations is included in the Basic EBB Service.		

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 Exhibit B to this Agreement (Form 6800-B).

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

Signature: _____ Date: _____
 Name: _____ Title: _____
(please print or type)

This form must signed by an officer or principal of the company or the person authorized in Form 6800-B (Delegation of Authority to Execute Logon Id Request Form)

**ELECTRONIC BULLETIN BOARD AGREEMENT
EXHIBIT B**

**Delegation of Authority
To
Execute Logon ID Request Form Changes/Additions
On Behalf of Customer**

Customer hereby delegates to and authorizes the individual(s) ("Representative") named below to execute and deliver to Utility EBB Logon ID Request Form 6800-A on behalf of Customer, and agrees to be bound by any such action, including without limitation by Representative 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: _____

Our Policy

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, as in effect from time to time.

CUSTOMER

By: _____

Title: _____

Printed Name: _____

SAMPLE FORMS

Sheet 1

Contracts

Master Services Contract, Schedule K, Pooling Service Agreement (Form 6597-13)

(See Attached)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. EXEMPLARY
DECISION NO.

102

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

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. EXEMPLARY
DECISION NO.

103

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-RPAI (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 Blythe

PG&E Kern River Station

Transwestern North Needles

Questar Southern Trails Pipeline North Needles

Occidental Petroleum Gosford

Transwestern Topock

Kern River Pipeline Kramer Junction

California Supply (Other)

El Paso Pipeline Topock

Kern River Pipeline and Mojave Pipeline 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

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. EXEMPLARY
DECISION NO.

102

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: _____
Duns # _____
Master Services Contract # _____
Phone: _____ Fax: _____ 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 and the transportation of natural gas onto the Utility system or Off-System Delivery Services to transport natural gas off the Utility system. "Customer" refers to the party purchasing Receipt Point Access rights to transport gas onto the Utility system or Off-System Delivery Services to transport gas off the Utility system 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 5:00 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

(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. _____

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_	
<i>Rate:</i> <input type="checkbox"/> G-OFFI (Interruptible)	
Daily Contract Quantity: _____ Dth/day	
Utility: _____ By: _____ Title: _____ Date: _____	Customer: _____ By: _____ Title: _____ Date: _____

AMENDMENT TO SCHEDULE L
RECEIPT POINT ACCESS CONTRACT
Form No. 6597-20

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. EXEMPLARY
DECISION NO.

102

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

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. EXEMPLARY
DECISION NO.

102

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 INFORMATION

Customer Name:

RPMA #:

† NOMINATION AUTHORIZATION (if applicable)

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 Date: (Month/Day/Year) **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:
(for secondary market trading)

Effective Date: (Month/Day/Year) **through** (*end date is optional*)

Acts made by the agent and/or trading 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 of Authorized Official: _____

Date: _____

Type or Print Name: _____

Title: _____

(AUTHORIZATION TO BE SIGNED BY AN OFFICER OR PRINCIPAL OF THE COMPANY)

TERMINATION OF NOMINATING OR TRADING AGENT
FOR RECEIPT POINT MASTER AGREEMENT
Form No. 9926

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. EXEMPLARY
DECISION NO.

102

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____



Form to Terminate 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 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 INFORMATION

Customer Name:

RPMA #:

TERMINATE AUTHORIZED AGENT

This form serves as the notice to terminate the relationship between Customer and Authorized Agent named below. (Check one or both boxes.)

Nominating Agent

Trading Agent

Effective Date: (Month/Day/Year)

Customer: _____

Signature of Authorized Official: _____

Date: _____

Name (Type or Print): _____

Title: _____

(AUTHORIZATION TO BE SIGNED BY AN OFFICER OR PRINCIPAL OF THE COMPANY)

FIRM RECEIPT POINT LOCATION
CHANGE REQUEST
Form No. 2900

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. EXEMPLARY
DECISION NO.

102

ISSUED BY

Lee Schavrien
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____



A Semptra 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 Blythe
202	El Paso Pipeline Topock
303	Questar Southern Trails Pipeline North Needles
404	Transwestern Topock
505	Transwestern North Needles
606	Kern River Pipeline and Mojave Pipeline Wheeler Ridge
707	Kern River Pipeline Kramer Junction
808	PG&E Kern River Station
909	Occidental Petroleum Gosford
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

(See Attached Form)

(TO BE INSERTED BY UTILITY)

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

102

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