

SAMPLE FORMS

Sheet 1

Contracts

Customer Incentive Program Agreement, Form No. 6700-1 (effective month/year)

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(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO.  
DECISION NO.

100

ISSUED BY

**Dan Skopec**  
Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED \_\_\_\_\_  
EFFECTIVE \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_

Date: \_\_\_\_\_

**Southern California Gas Company's  
Customer Incentive Program Agreement**

**Form No. 6700-1**

**(Shareholder-Funded)**

**Customer Name and Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Customer's Capacity:**

\_\_ Corp./\_\_ Gen.\_\_Ltd. Ptship./\_\_Lim. Liab. Co.

\_\_ California/\_\_ Foreign

\_\_ State \_\_ Federal Governmental Entity\_\_\_\_\_

Fed. Tax ID \_\_\_\_\_ SIC Code \_\_\_\_\_

**Technology:**

\_\_\_\_\_

Account # \_\_\_\_\_

**Location of Gas Service:**

\_\_\_\_\_

I.D. # \_\_\_\_\_

**The following provisions apply to the Customer Incentive Program:**

Transmission Charge Discount \_\_\_\_\_%.

Upfront Payment Incentive \$\_\_\_\_\_ • Maximum Percentage \_\_\_\_\_%.

The incentive will be paid by Southern California Gas Company (SoCalGas) to \_\_\_\_\_ (Customer) after the Commencement Date. In no event will the total incentive or any individual payment exceed the Maximum Percentage of the amounts paid by Customer for the project. Verification of Customer's execution of technology acquisition agreement and of Customer's payment(s) will be required.

**Purchase Order Date:** The Purchase Order Date is the date a firm order for purchasing the technology has been placed with the vendor.

**Commencement Date:** The Commencement Date is the date the technology has been installed and has produced one hour of continuous operation.

**Cut-off:** Purchase Order Date must occur by \_\_\_\_\_ and Commencement Date must occur by \_\_\_\_\_ (or such later dates as SoCalGas and Customer may agree to in writing). If not, SoCalGas has no obligation to pay the incentive; or, if a part of the incentive has been paid, Customer shall refund such amount to SoCalGas, plus interest equal to SoCalGas' Authorized Rate of Return, promptly upon demand. If, in SoCalGas' reasonable opinion, the Commencement Date will not occur by the Cut-off date, no portion of the incentive need be paid, or any paid portion shall be refunded as provided above.

Term of Use: \_\_\_\_\_ months from Commencement Date.

Early Termination: If, during the Term of Use, Customer (i) does not take gas service for the Technology Location from SoCalGas; or (ii) does not use the technology in the manner disclosed to SoCalGas prior to this Agreement; or (iii) wishes to terminate this Agreement, then the occurrence of any one of the events in (i) through (iii) above shall constitute an event of default, and SoCalGas may, at its sole option, declare this Agreement terminated and notify Customer of such termination in writing. Upon receipt of such notification, Customer agrees to immediately pay to SoCalGas an early termination charge. The early termination charge shall be calculated as the amount equal to the lesser of the original cost paid by SoCalGas plus interest equal to SoCalGas' Authorized Rate of Return from the date payment(s) were made, or the MAQ specified in the Special Conditions, Form No. 6700-1A, paragraph 7.4 multiplied by the number of years (or fractions thereof) remaining on the contract multiplied by the applicable Tariff Rate. Neither charge will exceed the original cost incurred by SoCalGas plus interest equal to SoCalGas' Authorized Rate of Return prorated from the date payment(s) were made.

1. Information and Demonstration. Customer will provide information and documents reasonably requested by SoCalGas concerning the project, including its acquisition, installation and operation (energy use and operating costs). This information may be provided to third parties, except for Customer's proprietary or trade secret information. Customer will provide SoCalGas with reasonable access to the project to observe and monitor its performance. SoCalGas may demonstrate the project to third parties and may advertise savings/benefits realized; but any advertising which identifies Customer is subject to Customer's prior written approval, which will not be unreasonably withheld. In its sole discretion, SoCalGas may waive any of these rights.

2. Tariff Service. Customer understands and agrees that as consideration for the incentive paid by SoCalGas, during the Term of Use, Customer will take natural gas service (purchase and/or transmission) from SoCalGas for the technology.

3. CPUC/Tariffs. This program is approved by the California Public Utilities Commission ("CPUC") and may be amended, modified, or terminated at any time by the CPUC. This Agreement is subject to the provisions of GO-CIP as amended from time to time and except as otherwise provided herein, to the terms and conditions of SoCalGas' other applicable tariff rules as amended from time to time, including but not limited to Rule No. 4, the terms of which are incorporated by reference.

4. No Ownership; No Partnership. SoCalGas will have no ownership interest in the technology, if any, unless SoCalGas acquires and retains title to the technology for Customer's benefit under a SoCalGas tariff rule ("SoCalGas-Owned Technology"). SoCalGas is not a partner of or joint venturer with Customer.

5. **NO WARRANTIES BY SoCalGas AND LIMITATION OF LIABILITY.**

**5.1 Although SoCalGas shall have the right to review information regarding the project, Customer understands and agrees that SoCalGas' review is for SoCalGas' own purposes in determining Customer's eligibility, calculating the amount of the incentive and/or discount, and obtaining information on the technology's operation. SoCalGas makes NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE TECHNOLOGY OR THE SYSTEM OR ANY ASPECT OF THE INSTALLATION, OPERATION, PERFORMANCE, ENERGY USAGE, COST SAVINGS, OR ANY OTHER MATTER CONCERNING THE TECHNOLOGY OR THE SYSTEM OR CONSULTANT OR CONSULTANT'S RECOMMENDATIONS, INCLUDING, BUT NOT LIMITED TO,**

**RECOMMENDATIONS AS TO SELECTION AND INSTALLATION OF TECHNOLOGY OR ADOPTION OF ENERGY MANAGEMENT MEASURES. To the extent there is a conflict relating to SoCalGas-Owned Technology between this Section and the terms and conditions of an agreement entered into (or which may be entered into) between the parties pursuant to a SoCalGas tariff rule, the latter shall control.**

**5.2 Customer understands and represents to SoCalGas that Customer will select or has selected the Technology in reliance upon information obtained by Customer or on its behalf by its agents and that SoCalGas is not and will not be responsible for the selection, installation, operation, performance, energy usage, cost savings, or any other matter concerning the technology or for any liability, losses, damages or injuries arising from the technology’s use. If the technology is unsatisfactory for any reason, Customer will make any claim on account thereof against Customer’s engineer, vendor, installer, manufacturer, and/or Consultant as appropriate. To the extent there is a conflict relating to SoCalGas-Owned Technology between this Section and the terms and conditions of an agreement entered into (or which may be entered into) between the parties pursuant to a SoCalGas tariff rule, the latter shall control.**

**5.3 SoCalGas will not be liable for any consequential, indirect, or punitive damages.**

- 6. No Third Party Beneficiaries. This program and Agreement are for the benefit of, and enforceable only by, SoCalGas and Customer.
- 7.  If checked, the attached Special Conditions, Form No. 6700-1A, and Affidavit, Form No. 6700-1B, are incorporated by reference.
- 8.  If checked, the attached Special Conditions, Form No. 6700-1C, are incorporated by reference.
- 9.  If checked, the attached Special Conditions, Form No. 6700-1D, are incorporated by reference.

Customer: \_\_\_\_\_

Southern California Gas Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title & Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_