



**REQUEST FOR  
CORE AGGREGATION TRANSPORTATION-ONLY  
SERVICES**

**A  
SERVICE AGREEMENT  
BETWEEN  
SAN DIEGO GAS & ELECTRIC COMPANY  
AND  
UTILITY CUSTOMERS**



**REQUEST FOR CORE TRANSPORTATION-ONLY SERVICES**

*Please Print or Type Clearly*

*Check either Section [1] or [2] below, then complete contract*

**[1] REQUEST FOR CORE AGGREGATION SERVICES UNDER SCHEDULE GTCA**

CAT Group Name: \_\_\_\_\_

Aggregator Name: \_\_\_\_\_

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

Applicant, referred to as "Aggregator", hereby requests that San Diego Gas & Electric Company ("Utility") provide core aggregation services to the Core Aggregation Transportation (CAT) group designated above, beginning on the date specified above. The Aggregator shall be considered an Agent for the CAT group, with individual CAT group members' points of service identified in Attachment A, Utility Authorization for Core Aggregation Service. The Aggregator must satisfy the creditworthiness provisions established in Rule 32 prior to execution of this contract.

**[2] REQUEST FOR CORE TRANSPORT SERVICES UNDER SCHEDULE GTC**

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

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

Applicant, referred to as "Customer", hereby requests that San Diego Gas & Electric Company ("Utility") provide core transportation services for the points of service identified in Attachment B, Customer Accounts for Core Transport-Only Service, beginning on the date specified above.

**[3] AGREEMENT BY PARTIES**

The utility and the applicant, collectively referred to as "the parties", agree to abide by the applicable sections of SDG&E's tariffs and gas rules, as well as the terms and conditions stated in this page and the following pages of this contract, along with the appropriate attachments, all of which are hereby incorporated by reference. The applicant must also complete Attachment C prior to execution of this contract.

**On Behalf of Applicant (Aggregator)**

**On Behalf of San Diego Gas & Electric**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**REQUEST FOR CORE TRANSPORTATION-ONLY SERVICES**

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**[4] TERM OF SERVICE**

- (A) Effective Date. This contract shall be effective at 12:01 a.m. on the date specified in [1] or [2].
- (B) Termination Date. Unless Section [1] is terminated early pursuant to the provisions of Rule 32, or Section [2] is terminated early pursuant to the Customer closing its business, this contract shall continue through 12:00 (mid-night) of the following March 31, and then automatically renew for successive 12-month periods, April 1 through March 31, unless a termination notice has been provided at least 30 days in advance of the April 1 anniversary date of this contract.

**[5] BILLING AND PAYMENT**

Utility will bill Applicant for services rendered under this contract. Bills are due and payable on receipt. Payment shall be considered past due if full payment has not been received by Utility within 15 calendar days of the mailing/transmittal date of Utility's billing statement. If full payment has not been so received, Utility shall mail a notice of termination of this contract to Applicant and Applicant CAT group members, if applicable.

In the event of a billing dispute, the bill must be paid in full by the Applicant pending resolution of the dispute. Such payment shall not be deemed a waiver of an Applicant's right to a refund.

All bills to the Applicant shall be sent to:

Mailing Address Name \_\_\_\_\_

Mailing Address Street \_\_\_\_\_

Mailing Address City, State, & Zip Code \_\_\_\_\_

**[6] ATTACHMENTS**

- (A) Customer Authorization for Core Aggregation Services. An applicant requesting core aggregation services must provide Utility with a written notice from individual CAT group members authorizing the Applicant to be their Agent in procuring core aggregation services.
- (B) Customer Accounts for Core Transport-Only Service. An applicant requesting core transport-only services for accounts registered to the applicant must provide Utility with a written notice of gas accounts and/or meters to be served hereunder.
- (C) Gas Storage Capacity Assignment. Until such time when gas storage is unbundled from core customer rates, the Aggregator will receive a pro rata assignment of gas storage identified in this Attachment.
- (D) Customer Termination of Services. Individual CAT group members, who are a customer of record listed in Attachment A, or an applicant, who is a customer on record listed in Section [2], must provide Utility with a written notice (Attachment D) to terminate gas services provided in this contract.
- (E) Energy Service Provider (ESP) Billing Agreement. ESPs providing ESP consolidated billing must execute Attachment E to become eligible for billing credits as long as SDG&E no longer needs to send an information-only bill to end users served by such ESP as described in Schedule G-CBC.

**REQUEST FOR CORE TRANSPORTATION-ONLY SERVICES**

*Please Print or Type Clearly*

**[7] LEGAL PROVISIONS**



Customers electing gas service under this contract are subject to the following provisions:

- (A) Interpretation. The interpretation and performance of any contract for gas service shall be in accordance with the laws of the State of California, and the orders, rules and regulations of the Public Utilities Commission of the State of California.
- (B) Amendment or Modification. Except as required to conform with California law and the orders, rules and regulations of the Public Utilities Commission of the State of California (which retains continuing jurisdiction over rule and the service contracts and authorizations attached hereto), no amendment or modification shall be made to this contract, except by an instrument in writing executed by all parties thereto, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.
- (C) Waiver. No waiver by any party of one or more defaults under this contract, shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.
- (D) Damages. No party under this contract shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort, for any actions or inactions arising from or related to this contract.
- (E) Assignment. This contract, including any rights or obligations related thereto, shall not be assigned without the prior written consent of the utility, which consent shall not be withheld unreasonably (but the utility may require that any assignee confirm in writing its assumption of the rights and obligations of its predecessor).
- (F) Hinshaw Exemption. In the event that any governmental entity (including a court) issues an order or rule which would result in the loss of the utility's Hinshaw Exemption from federal regulations if this contract entered into by the utility remains in effect, the utility may terminate this contract.
- (G) CPUC Jurisdiction. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

**REQUEST FOR CORE TRANSPORTATION-ONLY SERVICES**

*Please Print or Type Clearly*

***/8/ NOTICES***

Notices shall be sent by electronic mail ("telefax"), with the original notice being sent by prepaid certified mail to the following mail locations:



|  | <u>Utility</u>                  | <u>Applicant</u> |
|--|---------------------------------|------------------|
| <b>(A) Contract &amp; Program</b>  |                                 |                  |
| <u>Administration Matters</u>  |                                 |                  |
| Location:  | San Diego Gas & Electric        | _____            |
| Address:   | 8335 Century Park Court CP11E   | _____            |
| City, State, Zip:  | San Diego, CA 92123             | _____            |
| Attention:   | Customer Choice                 | _____            |
| Telefax number:  | (858) 654-1256                  | _____            |
| Voice number:  | (858) 654-1787                  | _____            |
| <br>   |                                 |                  |
| <b>(B) Gas Nomination Matters</b>  |                                 |                  |
| Location:  | SoCalGas Company                | _____            |
| Address:   | P.O. Box 3249                   | _____            |
| City, State, Zip:  | Los Angeles, CA 90051-1249      | _____            |
| Attention:   | Patricia Davidson               | _____            |
| Telefax number:  | (213) 244-8281                  | _____            |
| Voice number:  | (213) 244-3812                  | _____            |
| <br>   |                                 |                  |
| <b>(C) Imbalance Trades</b>  |                                 |                  |
| Location:  | San Diego Gas & Electric        | _____            |
| Address:   | 8306 Century Park Ct. CP42F     | _____            |
| City, State, Zip:  | San Diego, CA 92123             | _____            |
| Attention:   | Commercial & Industrial Markets | _____            |
| Telefax number:  | (858) 654-0311                  | _____            |
| Voice number:  | (858) 654-8298                  | _____            |
| <br>   |                                 |                  |
| Notices shall be deemed to be received as of the postday of the original notice. The designated contracts, addresses and telefax numbers may be changed from time to time, by the party affected, after seven (7) days written notice. |                                 |                  |



**ATTACHMENT A**  
**Customer Authorization for Core Aggregation Service**  
*Please Print or Type Clearly*

**[1] Declaration of Authorization**

By this Authorization for Core Aggregation Service ("Authorization"),  
\_\_\_\_\_  
("Customer," "I," or "my"),  
a customer of San Diego Gas & Electric Company ("Utility"), authorize  
\_\_\_\_\_  
("Aggregator"),  
to act on my behalf for all procurement management matters, including but not limited to the purchase, nomination and delivery of all gas supplies, treatment of gas imbalances, gas storage, and all related transactions, for all Utility accounts listed in this attachment.

Agreed and Accepted: \_\_\_\_\_ (Aggregator Signature).

Authorizations received by the fifth of the month, will be effective on the first day of the following calendar month. The initial term of service will be 12-consecutive months from the effective date and thereafter will continue month-to-month until Customer submits to Utility and Aggregator Attachment E, Customer Termination of CAT Authorization. Termination notices received by the fifth of the month, will be effective on the first day of the following calendar month. Authorizations submitted for the purpose of transferring from one Aggregator to another, will not change original Authorization's start date.

I authorize the Utility to release to Aggregator by written or electronic transfer the current and historical gas usage information for all Utility accounts listed on the reverse side of this Authorization.

I understand and agree that the Utility will provide its services to me as established in the terms and conditions of Schedule GTCA (Gas Transportation Core Aggregation), Schedule G-CBC (ESP Consolidated Billing Credit) (if applicable), Rule 26 (Gas Storage), and 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 California Public Utilities Commission (CPUC).

I understand and agree that I am ultimately responsible for payment of all charges on my Utility bills, even if I have authorized the Utility to send my bill to the Aggregator for payment. I also understand that I am responsible for Franchisee Fees under Schedule GP-SUR and any other Utility Users Tax that my city or county may require as a result of receiving my gas commodity through the Aggregator. I understand that the CPUC does not regulate Aggregators, and any disputes with Aggregators will be my sole responsibility.

**[2] Billing Arrangements with the Utility      (Check Only One)**

Send Utility Bill to Aggregator. I want the Utility to send my utility bill to the Aggregator for payment. I understand that this billing selection is subject to approval by the Utility. I understand that I may not receive an information-only statement of my Utility charges if the ESP meets the qualifications as described in Schedule G-CBC entitling me to the credit described therein. I agree that SDG&E is not liable to me for any damages (direct, indirect, consequential or incidental) associated with or arising from the ESP's modification of or failure to provide me with any SDG&E-provided bill insert. The CPUC has the sole jurisdiction to resolve disputes concerning the content of a utility-provided bill insert. I also understand that my utility charges are in addition to the Aggregator charges for gas procurement services.

Send Utility Bill to Me. I want the Utility to bill me directly for utility gas transport services. I understand that the Utility will send a duplicate bill to the Aggregator. I also understand that my utility charges are in addition to the Aggregator charges for gas procurement services.

**ATTACHMENT A**



**Customer Authorization for Core Aggregation Service**  
*Please Print or Type Clearly*

**[3] Utility and Customer Contacts for the Core Aggregation Program**

**Utility:**

Customer Choice (858) 654-1787  
Commercial & Industrial Markets (858) 654-8298

San Diego Gas & Electric  
8306 Century Park Court CP42I  
San Diego, CA 92123-1593

**Customer:**

Contact Name: \_\_\_\_\_ (Please print or type)

Contact Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Contact Mailing Address \_\_\_\_\_ City, State and Zip \_\_\_\_\_

**NOTICE TO CUSTOMER:** Under CPUC tariff rules governing the CAT program, an Aggregator is "an agent for one or more customers buying and arranging gas sales." Aggregators operate independent of the Utility. They are not agents of the Utility, and the Utility is not liable for any Aggregator's acts, omissions, or representations. The Utility can provide no assurance whatsoever of the competency or integrity of any Aggregator, and any person dealing with an Aggregator should satisfy themselves regarding the benefits and risks of the transaction. The Aggregator's participation in the CAT program should not be relied on as any kind of endorsement or guarantee by the Utility.

**[4] Agreement by Customer**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by a duly authorized representative of the Customer.

\_\_\_\_\_ Customer/Company Name

\_\_\_\_\_ By Company Representative (Signature)

\_\_\_\_\_ Title

(For Use by Utility Only)

Date Received: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Contract No. \_\_\_\_\_

**ATTACHMENT A**

**Customer Authorization for Core Aggregation Service**



*Please Print or Type Clearly*

**[5] Accounts to be Enrolled in the CAT Program**

|     | Account Number | Meter Number | Service Address |
|-----|----------------|--------------|-----------------|
| 1.  | _____          | _____        | _____           |
| 2.  | _____          | _____        | _____           |
| 3.  | _____          | _____        | _____           |
| 4.  | _____          | _____        | _____           |
| 5.  | _____          | _____        | _____           |
| 6.  | _____          | _____        | _____           |
| 7.  | _____          | _____        | _____           |
| 8.  | _____          | _____        | _____           |
| 9.  | _____          | _____        | _____           |
| 10. | _____          | _____        | _____           |
| 11. | _____          | _____        | _____           |
| 12. | _____          | _____        | _____           |
| 13. | _____          | _____        | _____           |
| 14. | _____          | _____        | _____           |
| 15. | _____          | _____        | _____           |
| 16. | _____          | _____        | _____           |
| 17. | _____          | _____        | _____           |
| 18. | _____          | _____        | _____           |
| 19. | _____          | _____        | _____           |
| 20. | _____          | _____        | _____           |

Please check box if additional accounts are added to this list. If additional accounts are added to this list, please list the additional accounts on a separate page(s) utilizing the above format, and attach such pages to this attachment.



**ATTACHMENT B**  
**Customer Accounts for Core Transport-Only Services**  
*Please Print or Type Clearly*

**[1] Declaration of Service**

This attachment authorizes SDG&E to enroll the following gas accounts for core transportation-only services under Schedule GTC. The applicant understands that the accounts listed hereunder must be registered to the applicant's customer of record and located on a single premises, as defined in Rule 1, Definitions. The applicant agrees to abide by the applicability of service set forth under Schedule GTC.

**[2] Gas Supplier/Marketer Authorization**

The Customer authorizes the Gas Supplier/Marketer specified below to provide the following gas services and/or allow the Utility to provide the following information to the Gas Supplier/Marketer specified below:

- (A) To Access Customer's meter usage.
- (B) To Nominate on Customer's behalf.
- (C) To Make Imbalance Trades on Customer's behalf.

Gas Supplier/Marketer Identification:

\_\_\_\_\_   
Contact Name

\_\_\_\_\_   
Contact Telephone Number

\_\_\_\_\_   
Contact Fax Number

**[3] Agreement by Parties**

"CUSTOMER"

"UTILITY"

Name: \_\_\_\_\_

SAN DIEGO GAS & ELECTRIC

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**ATTACHMENT B**



### Customer Accounts for Core Transport-Only Services

Please Print or Type Clearly

**[4] Accounts to be Enrolled for Service under Schedule GTC**

|     | Account Number | Meter Number | Service Address |
|-----|----------------|--------------|-----------------|
| 1.  | _____          | _____        | _____           |
| 2.  | _____          | _____        | _____           |
| 3.  | _____          | _____        | _____           |
| 4.  | _____          | _____        | _____           |
| 5.  | _____          | _____        | _____           |
| 6.  | _____          | _____        | _____           |
| 7.  | _____          | _____        | _____           |
| 8.  | _____          | _____        | _____           |
| 9.  | _____          | _____        | _____           |
| 10. | _____          | _____        | _____           |
| 11. | _____          | _____        | _____           |
| 12. | _____          | _____        | _____           |
| 13. | _____          | _____        | _____           |
| 14. | _____          | _____        | _____           |
| 15. | _____          | _____        | _____           |
| 16. | _____          | _____        | _____           |
| 17. | _____          | _____        | _____           |
| 18. | _____          | _____        | _____           |
| 19. | _____          | _____        | _____           |
| 20. | _____          | _____        | _____           |

Please check box if additional accounts are added to this list. If additional accounts are added to this list, please list the additional accounts on a separate page(s) utilizing the above format, and attach such pages to this attachment.





**ATTACHMENT D**  
**Customer Termination of CAT Program Contract**  
*Please Print or Type Clearly*

This attachment authorizes SDG&E to terminate this contract with the customer and to return the customer to utility procurement services. Please fill out this attachment, **and return it to** :

**San Diego Gas & Electric  
Commercial & Industrial Markets  
8306 Century Park Court CP42I  
San Diego, CA 92123-1593**

The Effective Date of Termination: Request received by the 15th day of the month will be terminated on customer's regular meter read date in the next billing month, those received after the 15th will be terminated on the customers regular meter read date in billing month one month hence. The account(s) to be terminated from service under this contract are:

| Account Number | Meter Number | Service Address |
|----------------|--------------|-----------------|
| 1. _____       | _____        | _____           |
| 2. _____       | _____        | _____           |
| 3. _____       | _____        | _____           |
| 4. _____       | _____        | _____           |
| 5. _____       | _____        | _____           |

To list additional accounts, please attach additional listings to this form, or type on the reverse side of this page, in this format. Please use the account numbers from your most recent SDG&E billing statements.

**I, the undersigned customer**, understand that this notice only terminates my contract with SDG&E for core transportation-only gas services. If applicable, I understand that I am responsible for notifying my Aggregator of this termination notice and resolving any outstanding contractual obligations I may have with my Aggregator. I further understand that once I return to utility procurement services, I will not be eligible for core transportation-only services for a minimum of 12 months.

I hereby certify that I am an authorized representative of the following company:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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