



BASE INTERRUPTIBLE PROGRAM CONTRACT

This Base Interruptible Program Contract (the "Contract") is made and entered into by and between San Diego Gas & Electric Company, a California corporation, hereinafter referred to as "SDG&E" and _____, hereinafter referred to as "Customer" on this _____ day of _____, 20___. SDG&E and Customer shall each be referred to herein as a "Party" and collectively as the "Parties." This Contract shall become effective when signed by both parties. Capitalized terms not defined herein shall have the definitions assigned to them in "Schedule BIP," attached hereto as Attachment A and incorporated by this reference.

I. BIP ENROLLMENT

The Base Interruptible Program ("BIP") offers a monthly capacity payment to non-residential customers who can commit to curtail at least fifteen percent (15%) of their Monthly Average Peak Demand during energy curtailment events as called by the California Independent Systems Operator ("CAISO") or SDG&E.

By entering into this Contract, Customer is enrolling in and hereby agrees to comply with the terms of this Contract, which by this reference also includes the terms of Schedule BIP, as approved by the California Public Utilities Commission ("CPUC").

Customer's enrollment in BIP shall be conditional until Customer has met the requirements laid out in Schedule BIP, Special Condition 2(a).

II. PROGRAM REQUIREMENTS

Once Customer is fully enrolled, upon notification of a curtailment event, Customer shall have twenty (20) minutes to reduce energy usage to the Firm Service Level ("FSL") set forth on Attachment B attached hereto and incorporated by reference. Customer shall earn a Committed Load Incentive Payment as a credit on their bill, as described in Schedule BIP, but in no event shall such credit be more than the total bill amount and credits shall not carry over to subsequent bills.

Customer may adjust its FSL without penalty during the months of April and November only by submitting a written request to SDG&E, which shall be approved or denied by SDG&E in accordance with Schedule BIP Special Condition 3(h). Customer shall provide written notification of such changes to:

Attention: BIP Manager, SDG&E
8335 Century Park Court, CP 12E
San Diego, CA 92123.

If Customer is unable to meet its FSL during a curtailment event (real or test), then its FSL will be adjusted in accordance with Schedule BIP Special Condition 3(g).

Once Customer is fully enrolled in BIP, if a curtailment event is called (real or test, except for re-testing) and Customer is unable to meet its FSL, Customer shall be charged an Excess Energy Usage Charge based on the amount of excess energy above its FSL used during the Interruptible Period. Such Excess Energy Usage Charge shall be charged to Customer's account whether or not Customer's FSL is eventually adjusted, Customer successfully achieves its FSL during a re-test, or if Customer chooses to discontinue its participation in BIP.

III. PROHIBITED RESOURCE LIMITATION:

Beginning on January 1, 2018, the following backup generation resources are prohibited from providing load reduction during Demand Response events: distributed generation technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power (CHP) or non-CHP configuration. Pressure reduction turbines and waste-heat-to-power bottoming cycle CHP, as well as storage and storage coupled with renewable generation will be allowed to be used during Demand Response events but must meet the relevant greenhouse gas emissions factor thresholds adopted for the Self Generation Incentive Program.

If Customer has a Prohibited Resource, it shall ensure that such Prohibited Resource is not used to reduce load during Demand Response events. If a Prohibited Resource is used during Demand Response events for operational, health or safety reasons, Customer must agree to a Default Adjustment Value (DAV), which is the nameplate capacity value of Customer's Prohibited Resource for the same service account (or, if Customer has multiple Prohibited Resources, by the sum of the nameplate capacity values from all Prohibited Resources on the site).

SDG&E will collect attestations (Attachment E of this contract) from participants concerning Prohibited Resources. Attestations are required in order to participate in BIP and are subject to verification. Verification may include data requests and premise access; Customer must comply with such requests. If Customer does not agree to the prohibition and submit an attestation, it cannot participate in BIP. Attestations may be updated at any time and are subject to Customer providing documentation that confirms the operational change.

a. Violations and Non-Compliance:

	Type 1 Violation:	Type II Violation:
Description	Minor clerical or administrative errors that may be resolved with an updated attestation and <i>do not involve the use of a prohibited resource to reduce load during a DR event.</i>	<ol style="list-style-type: none"> Using prohibited resource(s) to reduce load during a DR event despite attesting to not doing so, and/or Submitting an invalid nameplate capacity for a prohibited resource(s) under Attestation Scenario 3.
Scenario(s)	<ol style="list-style-type: none"> Existing customer attests to not having a prohibited resource on site, but in fact has a resource on site. However, customer did not use the resource to reduce load during a DR event. Customer reports a higher-than-actual nameplate capacity. 	<ol style="list-style-type: none"> Customer attests to not using a prohibited resource on site. However, customer used the resource to reduce load during a DR event. Customer reports a lower-than-actual nameplate capacity.

	Type 1 Violation:	Type II Violation:
Resulting Actions	Existing customer has 60 days from date of notice to cure non-compliance. If an attestation is not submitted within 60 days (uncured non-compliance), the customer will be removed from the Utility's tariff schedule and /or the aggregator's portfolio until an attestation is provided.	A single instance of non-compliance will result in customer removal from the schedule and ineligibility to enroll in any DR program for 12 calendar months for the removal date. Two or more instances will result in the same removal and ineligibility terms for three years.
Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program		
Description	Customer does not agree with prohibition requirement as term of program participation.	
Result	Customer is not eligible to participate in the affected DR program until such time customer agrees with prohibition and submits an attestation.	

IV. ASSIGNMENT

Customer shall not assign this Contract without prior written consent of SDG&E, and any assignment of this Contract without prior written consent shall be void ab initio.

V. DISPUTE RESOLUTION

Any dispute that cannot be resolved between the Parties shall be settled by the means set forth in Schedule BIP. In any action in litigation to enforce or interpret any of the terms of this Contract, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony) and reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing party, to the extent permissible by law or authorized by specific federal statutory authority, as applicable.

VI. DISCLAIMER OF WARRANTY

No promise, representation, warranty, or covenant not included in this Contract has been, or is relied on by either Party. Each Party has relied on its own examination of this Contract, the counsel of its own advisors, and the terms of the Contract itself.

VII. TERM

This Contract shall be effective as of the date first written above. Unless otherwise cancelled or terminated in accordance with the terms herein, this Contract shall be terminable by SDG&E in its discretion at any time upon thirty (30) days' prior written notice and terminable by Customer in its discretion during the months of April and November only.

VIII. INDEMNIFICATION AND LIMITATION OF LIABILITY

Customer shall indemnify, defend and hold SDG&E and its current and future parent company, subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns ("SDG&E Parties") harmless for, from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses including without limitation, reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel) of any kind whatsoever (collectively, "Claims") directly or indirectly resulting from or arising out of this Contract or Customer's participation in BIP, whether based upon negligence, tort, strict liability or otherwise, including but not limited to third party Claims of any kind. This indemnification obligation shall not apply only to the extent that any such Claims are caused by either the willful misconduct of SDG&E or by SDG&E's sole negligence. This indemnification obligation shall survive the termination of this Contract.

In no event shall any SDG&E Party be liable to Customer for any indirect, consequential, special, incidental, exemplary or punitive damages, business interruption or loss of profits, anticipated savings, or the like under any theory, including, but not limited to, tort, contract, breach of warranty or strict liability for any Claims arising under this Contract, including but not limited to the design, manufacture, installation, operation, maintenance, performance or demonstration of the Utility System.

The "Utility System" includes any metering, meter communication equipment, internet communication software, energy demand management software or related goods and services used by Customer for participation in BIP. SDG&E shall not be responsible for any business loss, actual or implied, as a result of the partial or complete failure of the Utility System to operate.

If Customer is a **federal governmental authority or agency**, the foregoing language shall only apply to the fullest extent permitted under applicable law.

IX. COMPLIANCE WITH LAWS

Customer shall comply with all of the terms and conditions of this Contract, Schedule BIP, and all applicable rules, regulations and laws in effect on the effective date or at any time during the term of this Contract, including, but not limited to, all orders and rulings of any governmental authority with jurisdiction over BIP, SDG&E or this Contract.

X. CPUC CONTINUING AUTHORITY

This Contract shall at all times be subject to the jurisdiction and authority of the CPUC and to any changes or modification that the CPUC may, from time to time, direct in the exercise of its jurisdiction.

Notwithstanding any other provision of this Contract, either Party shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in rates, charges, classification, or any rule, regulation, or agreement relating thereto.

XI. NO ORAL MODIFICATIONS

No modification of any provisions of this Contract shall be valid unless in writing and signed by duly authorized representatives of both Parties. Representatives of both Parties internally authorized to execute such documents pursuant to its corporate policies shall sign any amendments to this Contract.

XII. ESSENTIAL CUSTOMER DECLARATION

I hereby warrant and represent that I am the _____ (title) of _____ (company), and am duly authorized to make this declaration on behalf of my company at the following location.

Address _____

City _____

State California Zip _____

To the best of my knowledge, I understand that my company is considered an essential customer at the location stated above under the CPUC's rules and is exempt from rotating outages. I declare that I have voluntarily elected to participate in an SDG&E interruptible program for all or part of my electrical load based on adequate back-up generation or other means to interrupt load when requested by SDG&E, while continuing to meet my essential needs.

IN WITNESS WHEREOF, SDG&E and Customer have executed this Contract as of the date first written above:

Customer:

San Diego Gas & Electric Company:

By _____

By _____

Title _____

Title _____

Date _____

Date _____

The following attachments are attached hereto and incorporated by reference:

- Attachment A: Schedule BIP
- Attachment B: Customer's Firm Service Level
- Attachment C: Customer Contact Information
- Attachment D: Customer Account Information
- Attachment E: Prohibited Resource Attestation

ATTACHMENT A
Schedule BIP

[Attached]

ATTACHMENT B
Firm Service Level

By executing this Contract, Customer hereby agrees, accepts and acknowledges that Customer shall maintain a FSL of _____ during the term of Customer's enrollment in the BIP. Customer hereby acknowledges that the above FSL may only be adjusted during the months of April and November or when Customer fails to meet their FSL during a curtailment or test event. The FSL must equal more than a fifteen (15%) reduction from Customer's Monthly Average Peak Demand.

Customer Signature:

Date: _____

ATTACHMENT C
Customer Contact Information

Primary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Secondary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

ATTACHMENT D
Customer Account Information

Site #1

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #2

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #3

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #4

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #5

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Attach additional Customer Account Information sheets to this contract if required. (Sheet __ of __)