



## BASE INTERRUPTIBLE PROGRAM CONTRACT

This Contract is made and entered into by and between the following parties:

San Diego Gas & Electric Company, a California corporation, hereinafter referred to as "SDG&E®" and \_\_\_\_\_, hereinafter referred to as "Customer", and jointly, or individually, referred to as "Parties" or "Party".

### I. RECITALS

**WHEREAS**, Customer is herein requesting to take service pursuant to the BIP tariff, Schedule BIP, Base Interruptible Program ("BIP").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### II. TERM

This Contract shall become effective when signed by both parties, and remains effective unless terminated sooner by the terms herein. Customers may modify their Firm Service Level, as set forth on Attachment B, which is attached hereto and incorporated herein by reference, or discontinue participation in BIP only once each year during the month of November (which modification shall be effective the following January 1). Customer shall provide written notification of such changes to: Attention BIP Manager, SDG&E, 8335 Century Park Court, CP 12E, San Diego, CA 92123.

### III. FIRM SERVICE LEVEL

Customer shall reduce energy use to their selected Firm Service Level amount identified in Attachment B consistent with Schedule BIP, which is attached hereto as Attachment C and incorporated by reference.

### IV. PROGRAM COMMITMENT

Customer shall select between two notification options set forth in Schedule BIP, either Option A or Option B, for program participation and earned incentive as consistent with Schedule BIP included herein.

Option A: \_\_\_\_\_

Option B: \_\_\_\_\_

### V. THIRD-PARTY MARKETER

Customer may, at any time, select to participate in BIP via a Marketer (as such term is defined in Rule 29, Third-Party Marketers for Base Interruptible Program) by submitting a "Notice to Add, Change or Terminate a Third-Party Marketer for Base Interruptible Program" (Form No. 142-05216) and designating a Marketer therein. Except in the case of a termination of a Marketer Agreement between the Marketer and SDG&E as provided in Rule 29, Customer may only change Marketers, or otherwise terminate its designation of a Marketer, during the month of November (with such change or termination becoming effective the following January 1), by submitting a "Notice to Add, Change or Terminate a Third-Party Marketer for Base Interruptible Program" (Form No. 142-05216) setting forth such change or termination.

Participation in BIP via a Marketer, including the designation and termination of such Marketer and its services, shall be subject to the terms and conditions of Rule 29, Third-Party Marketers for Base Interruptible Program.

SDG&E must receive a signed "Authorization To: Receive Customer Information or Act on a Customer's Behalf" to release customer-specific electric usage data to any designated Marketer. Subject to Customer authorization, for each request to release customer-specific electric usage data, SDG&E will provide a maximum of the most recent 12 month's customer electric usage data (or all data available if Customer has less than 12 month's usage history) to Customer, or such designated Marketer. If Customer, or its designated Marketer, requests this historic usage more than two times per year for a specific service account, SDG&E shall have the ability to assess a processing charge if approved by the Commission.

If any security has not been provided or does not adequately cover the outstanding charges owed by a designated Marketer to SDG&E, Customer will be liable for any such remaining outstanding charges (including Excess Energy Usage Charges) to the extent incurred by Customer, as provided in Rule 29, Third-Party Marketers for Base Interruptible Program.

**VI. ASSIGNMENT**

Customer shall not assign this Contract without prior written consent of SDG&E.

**VII. 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.

**VIII. 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 warranties, representations, and covenants in the Contract itself.

**IX. LIMITATION OF LIABILITY**

The limitations of liability set forth below in this Section IX shall not apply to errors or omissions caused by willful misconduct, fraudulent conduct, or violations of law.

In no event shall SDG&E, its shareholders, directors, employees, agents or subcontractors (including, without limitation, suppliers of the Utility System) (collectively "SDG&E Parties") be liable to Customer for any direct, indirect, consequential, special, incidental, or punitive damages under any other theories including, but not limited to, tort, contract, breach of warranty or strict liability for (i) the design, manufacture, installation, operation, maintenance, performance or demonstration of the Utility System, or (ii) the acts or omissions of, or the performance or non-performance under any agreement with Customer by, any Marketer designated by Customer pursuant to Section V above. The "Utility System" includes any metering, meter communication equipment, Internet communication software, energy demand management software and related goods and services. 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.

**X. COMPLIANCE WITH LAWS**

The parties shall comply with the terms and conditions of Schedule BIP, and all local, state and federal rules, regulations and laws, including, if Customer designates a Third-Party Marketer pursuant to Section V above, Rule 29, Third-Party Marketers for Base Interruptible Program.

**XI. COMMISSION CONTINUING AUTHORITY**

This Contract shall at all times be subject to the Commission and to any changes or modification that the Commission 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 Commission, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, or any rule, regulation, or agreement relating thereto.

**XII. ESSENTIAL CUSTOMER DECLARATION**

I hereby state that I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (company), and am 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 California Public Utilities Commission'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:

Customer	San	Diego Gas & Electric Company
By	_____	By _____
Title	_____	Title _____
Date	_____	Date _____

The following attachments are attached hereto and incorporated by reference:

Attachment A: Customer Contact Information

Attachment B: Customer Account Information

Attachment C: Schedule BIP

**ATTACHMENT A**  
**Base Interruptible Program**  
**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 B**  
**Base Interruptible Program**  
**Customer Account Information**

**Site #1**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

**Site #2**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

**Site #3**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

**Site #4**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

**Site #5**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

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

**ATTACHMENT C**  
**Base Interruptible Program**  
**Schedule BIP**