



## 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 with a minimum load reduction of at least 100kW 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 that certain BIP Tariff approved by the California Public Utilities Commission ("CPUC").

Customer's enrollment in BIP shall be conditional until (a) SDG&E approves Customer's BIP enrollment application in writing, and (b) SDG&E determines, in its sole discretion, that Customer is able to meet certain energy load reduction requirements, which may include, without limitation, review and testing of Customer's ability to meet its Firm Service Level (as defined below) during a real or simulated curtailment event, in all cases without financial penalty to Customer until enrollment is confirmed. Once Customer has met both of these requirements to SDG&E's satisfaction, Customer shall be fully enrolled in BIP.

### II. PROGRAM REQUIREMENTS

Once Customer is fully enrolled, upon notification of a curtailment event, Customer shall have thirty (30) minutes to reduce its energy usage to the "Firm Service Level" set forth on Attachment B attached hereto and incorporated by reference. Each time Customer reduces its energy usage to its Firm Service Level (or below) during a curtailment event, Customer shall earn a Committed Load Incentive Payment as a credit on their bill, 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 Firm Service Level without penalty once a year during the month of November by submitting a written request to SDG&E.

The first time Customer is unable to meet its Firm Service Level during a curtailment event (real or simulated), Customer's Firm Service Level will be reset to the level achieved during the event by the Utility. The Utility will notify the customer informing them of the FSL change. The Customer will be required to accept or reject the adjusted FSL. In the event of a customer rejecting the FSL update, the customer will be required to provide an FSL or may request a re-test without financial penalty to the Customer. If Customer cannot (a) commit to a Firm Service Level of less than fifteen (15%) of its Monthly Average Peak Demand with a minimum load reduction of at least 100kW, (b) reduce its minimum load by at least 100kW during a re-test, or (c) meet its adjusted Firm Service Level in any subsequent curtailment event, Customer shall be immediately discontinued from participation in the Program.

Once Customer is fully enrolled in BIP, if a curtailment event is called (real or simulated, except for re-testing) and Customer is unable to meet its Firm Service Level, Customer shall be charged an Excess Energy Usage Charge based on the amount of excess energy above its Firm Service Level used during the Interruptible Period. Such Excess Energy Usage Charge shall be charged to Customer's account independent of whether Customer's Firm Service Level is eventually adjusted or Customer chooses to discontinue its participation in BIP.

### **III. 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.

### **IV. 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.

### **V. 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.

### **VI. 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 month of November only.

### **VII. 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.

Notwithstanding the foregoing, if Customer is a **federal governmental authority or agency**, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be determined in accordance with applicable law.

### **VIII. 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.

**IX. 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.

**X. 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.

**XI. 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 A**  
**Schedule BIP**

[Attached]

**ATTACHMENT B**  
**Firm Service Level**

By executing this Contract, Customer hereby agrees, accepts and acknowledges that Customer shall maintain a Firm Service Level of \_\_\_\_\_ during the term of Customer's enrollment in the BIP. Customer hereby acknowledges that the above Firm Service Level may only be adjusted once a year during the month of November, if customer fails to comply with a curtailment or test event , and in no event may such Firm Service Level (a) equal less than fifteen (15%) of Customer's Monthly Average Peak Demand or (b) represent a minimum load of reduction of less than 100kW.

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 \_\_\_)