



AGREEMENT FOR ELECTRIC SERVICE UNDER ECONOMIC DEVELOPMENT RATE

DISTRIBUTION:

- Applicant (Original)
- Billing Services
- Business Services (Original)
- Regional Public Affairs

This Agreement is made between:

_____, located at:
(Applicant)

(Electric Service Address, if available)

and SAN DIEGO GAS & ELECTRIC COMPANY (SDG&E), a California Corporation, and if applicable, shall be made part of SDG&E's Electric Service Agreement.

RECITALS: SDG&E's electric Economic Development Rate (Schedule EDR) is available to qualified customers in SDG&E's service territory, subject to approval by SDG&E and, if applicable, the California Governor's Office of Business Investment Services (GO-Biz). Schedule EDR provides for a five-year electric bill discount.

AGREEMENT: Applicant and SDG&E agree to the following terms and conditions:

1. QUALIFICATION CRITERIA.

(Please check the appropriate space below)

a. **150 kW of demand and below:** Applicant is a Small Business Customer with a Maximum Annual Demand equal to or less than 150 kW as defined in SDG&E's Electric Rule 1, and eligible for and receiving service under an SDG&E electric rate schedule. Applicant must be a relocatable type of business which can practicably relocate out-of-state or is considering relocating to SDG&E's service territory from outside the State of California. Applicants receiving Direct Access service or service from a Community Choice Aggregator may qualify for Schedule EDR.

b. **Above 150 kW of demand:** Applicant is a Large Business Customer with Maximum Annual Demand greater than 150 kW as defined in SDG&E's Electric Rule 1, and eligible for and receiving service under an SDG&E electric rate schedule. Applicants with multiple service accounts within a single premise and taking service under Schedule AL-TOU Special Condition Multiple Meters on Single Premise may aggregate load from their eligible service accounts for purposes of meeting the minimum 150 kilowatts (kW) threshold required for eligibility under Schedule EDR, subject to the conditions in Schedule EDR. Applicant must be a relocatable type of business that can practicably relocate out-of-state or is considering relocating to SDG&E's service territory from outside the State of California. Applicants receiving Direct Access service or service from a Community Choice Aggregator may qualify for Schedule

EDR. Applicant eligibility for accounts greater than 150 kW of demand shall be subject to the review and approval of the California Governor's Office of Business and Economic Development (GO-Biz). SDG&E will not provide the Schedule EDR electric bill discount without Go-Biz approval.

2. RATE REDUCTION. Electric service to Applicant's premises shall be delivered under Applicant's otherwise applicable tariff (OAT). Subject to the Applicant's qualifications and availability under the program limits as set forth in Schedule EDR. Schedule EDR provides an electric bill discount of twelve (12) percent off the Applicant's bundled net OAT charges, excluding Taxes and Fees on electric charges for five years. This electric bill discount shall be calculated in the manner set forth in Schedule EDR.

3. APPLICABLE LOAD. Applicant's entire load for the qualifying account will be eligible for the electric bill discount. Applicant's Maximum Annual Demand is estimated to be _____ kW. Applicant acknowledges that Section 3 of Schedule EDR institutes certain program caps under which Applicant's entire load must qualify to participate.

4. COMMENCEMENT OF DISCOUNT. Applicant shall begin receiving the EDR discount no later than one billing period after receipt of a completed EDR agreement by the Utility.

5. METERING. Applicant agrees to be responsible for all costs associated with providing separate electric metering if SDG&E, at its sole discretion, deems such metering a necessary condition to implement this rate. If Applicant is deemed to require separately metered reserved demand, Applicant must have metering in place before the rate reduction will apply. Applicant's inability to have required metering in place shall not delay the commencement date provided for in Section 4 by which Applicant would have otherwise received the electric bill discount.

6. TERM OF AGREEMENT & NO RENEWALS. This Agreement shall take effect immediately and remain in effect for a term of five (5) years following the commencement date of the rate reduction, subject to all other conditions of this Agreement Applicant will not be eligible to receive a renewed EDR Agreement in the future for any load previously served under this Agreement.

7. TERMINATION OF AGREEMENT. Applicant may terminate this Agreement upon 30 days written notice. SDG&E may also terminate this Agreement upon 30 days written notice in the event Applicant no longer meets the qualifications described elsewhere in this Agreement and in Schedule EDR. Notwithstanding these rights of termination, the Applicant shall be subject to Liquidated Damages as provided in Section 11 of this Agreement.

8. TRANSFERS OFF OF ELECTRIC RATE SCHEDULES (Does not apply to a Small Business Customer). If Applicant becomes no longer eligible for its current or successor rate schedule, or if Applicant's maximum annual demand falls below 150 kW for 12 consecutive months, the Applicant will be ineligible for continuing service under Schedule EDR.

9. JOBS REPORTING. Applicant will report to SDG&E by January 15 (or the first business day thereafter) of each year a listing of each job retained or created during the previous calendar year of the life of this Agreement that is attributable to the electric service discount under Schedule EDR. Applicant must also include the amount of wage and benefits attributable to each job so listed.

10. "BUT FOR" TEST. Applicant attests that "but for" the terms of this Agreement, either on its own or in combination with a package of offerings and/or other incentives and consideration factors made available to the Applicant from other sources, the Applicant would have ceased operations, moved its operations from California to elsewhere or would not have relocated to SDG&E's service territory from outside of the State of California. Applicant shall sign the attached affidavit to that effect.

11. LIQUIDATED DAMAGES. The Parties agree that SDG&E and its ratepayers would suffer damages if Applicant receives a discount under Schedule EDR but is not qualified to receive such discount. Therefore, if this Agreement is terminated due to Applicant's misrepresentation or fraud, Applicant shall be liable for liquidated damages that equal 200% of the cumulative difference between (i) the electric bills

calculated under the Schedule EDR rate to the date of termination; and (ii) bills that would have been calculated under the OAT.

12. ASSIGNMENT. Applicant may assign this Agreement only if SDG&E consents in writing prior to the assignment and the party to whom the Agreement is assigned agrees in writing to be bound by this Agreement in all respects.

13. COMMISSION JURISDICTION. This Agreement 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. In addition, this Agreement shall be subject to all of SDG&E's tariffs on file with and authorized by the Commission. This Agreement shall also be subject to review in any proceeding the Commission may conduct regarding SDG&E's Economic Development Rate program implementation.

14. ATTESTATION AND VERIFICATION. Applicant attests and verifies that the information Applicant supplied to SDG&E and any other reviewing agency used to qualify Applicant for Schedule EDR is true and correct to the best of Applicant's knowledge. Executed this _____ day of _____, 20____.

BY:
SAN DIEGO GAS & ELECTRIC COMPANY

(Signature)

(Type or Print Name)

(Title)

(Date)

By: _____
(Applicant)

(Signature)

(Type or Print Name)

(Title)

(Date)

AFFIDAVIT FOR ECONOMIC DEVELOPMENT RATE

By signing this affidavit, an Applicant who retains load in the service territory of San Diego Gas & Electric Company (SDG&E), hereby certifies and declares under penalty of perjury under the laws of the state of California that the statements in the following paragraphs are true and correct:

1. But for the receipt of the economic development electric bill discount and the terms of the Agreement, either on its own or in combination with an economic development incentive package, the Applicant's load would not have been retained, or relocated to SDG&E's service territory from outside the State of California.
2. The load to which the Agreement applies represents kilowatt-hours (kWh) and kilowatts (kW) that the Applicant is at a business which Applicant is considering closing in the State of California or at a business that is considering relocating to SDG&E's service territory from outside the State of California.

Executed this _____ day of _____, 20_____.

(Applicant)

(Signature)

(Type or print name)

(Title)

Fax Completed form to:
858-650-4005

Email Completed form to:
C&IServicesSouth-SMBInquiries@semprautilities.com

Mail Completed form to:
8336 Century Park Court
San Diego, CA, 92123
Attn: Business Services
Mail Stop: CP42D

SDGE Bill Account Number (if available): _____