

Rule No. 04
CONTRACTS

Sheet 1

All contracts for gas service by the Utility shall be subject to the following terms and conditions:

A. REQUIREMENT

Contracts for gas service will be required as a condition precedent to service as follows:

1. As required by conditions set forth in the regular schedule of rates approved or accepted by the Public Utilities Commission of the State of California, or otherwise specified in the Utility's rules or Orders of the Commission.
2. In the case of gas main extension or temporary service, for a period not to exceed three years, except by special permission from the Commission.

B. CONTRACTS FOR SPECIAL SERVICES

Eligible customers may be required, as a condition of a special service, to complete an agreement provided by the Utility, which outlines the conditions of the service provided.

C. INTERPRETATION

The interpretation and performance of any contracts for gas service shall be in accordance with the laws of the State of California, and the orders, rules and regulations of the Commission, in effect from time to time.

D. AMENDMENT OR MODIFICATION

Except as required to conform with California law and the orders, rules and regulations of the Commission, no amendment or modification shall be made to written contracts for gas service 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.

E. WAIVER

No waiver by any party of one or more defaults under contracts for gas service shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.

F. DAMAGES

No party under contracts for gas service 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 such contract.

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(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 3171
 DECISION NO.

ISSUED BY
Lee Schavrien
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
 DATE FILED Jul 18, 2002
 EFFECTIVE Aug 27, 2002
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Sheet 2

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G. ASSIGNMENT

No contracts for gas service (or any rights or obligations related thereto) shall 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).

H. HINSHAW EXEMPTION

In the event that any governmental entity (including a court) issues an order or rule that would result in the loss of the Utility's Hinshaw Exemption from federal regulations if a contract entered into by the Utility remains in effect, the Utility may terminate such contract.

I. RESOLUTION OF DISPUTES REGARDING CUSTOMER CONTRACTS

If, after contacting the Utility, the customer is dissatisfied with the Utility's determination regarding level, charge or type of service, or refusal to provide service as requested, the customer may seek relief from the CPUC via one of the following: (1) make an informal complaint for resolution by writing to the Consumer Affairs Branch of the California Public Utilities Commission, State Office Building, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, or e-mail: consumer-affairs@cpuc.ca.gov <<mailto:consumer-affairs@cpuc.ca.gov>>, or, (2) petition the CPUC for formal resolution.

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(TO BE INSERTED BY UTILITY)
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ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
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