

MASTER SERVICES CONTRACT
(Form 6597, Rev. 08/21)

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(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 5848
DECISION NO.

109

ISSUED BY

Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Jul 28, 2021
EFFECTIVE Aug 27, 2021
RESOLUTION NO. _____

MASTER SERVICES CONTRACT

TAXPAYER I.D. _____

This Master Services Contract (“MSC”) is entered into by and between Southern California Gas Company (“Utility”) and _____ (“Customer”) as of the _____ day of _____.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth herein, the parties agree as follows:

Section 1 – Scope

This MSC sets forth the general terms and conditions under which Utility will provide gas services to Customer pursuant to the applicable Tariff Rate Schedules and Tariff Rules which have been filed with the Public Utilities Commission of the State of California (“CPUC”), as in effect from time to time. Such services shall be limited to those services specified by Customer from time to time for which Customer qualifies. Service under this MSC shall commence on _____ (“Effective Date”) and continue thereafter so long as one or more of the Schedules referenced in Section 2 remain in effect. This MSC shall also remain in effect to permit any “winding up” occurring thereafter (e.g., billing and payment reconciliations, correction of gas imbalances, etc.) or to enforce or satisfy any obligations arising prior to the end of the MSC.

Section 2 – Applicable Services

Utility offers services including, but not limited to, Transportation Services, Contracted Marketer Program Services, Core Aggregation Transportation Services, Storage Services, and other services that may be available from time to time.

Services may be requested by Customer from time to time consistent with Utility’s Tariff Rate Schedules and Tariff Rules and any publicly-announced bidding, offering or operating procedures of Utility, and this MSC may be supplemented as appropriate.

The agreement(s) specifying the terms and conditions for services requested by Customer shall be incorporated into the MSC as a “Schedule”. Each Schedule shall be an independent agreement, incorporating by reference the terms of this MSC. Customer may select additional services after the MSC is initially executed, and the MSC shall be deemed amended to include the additional executed Schedule.

Although the various services are compiled under this MSC for administration and other considerations, each service provided by Utility to Customer is separate and independent from all other services. Thus, the breach of an agreement for one service under an incorporated Schedule shall not result in the breach of, or excuse performance under, another agreement for another service incorporated as a Schedule to this MSC. Likewise, there shall be no offset between any amounts claimed to be payable or due under one Schedule against amounts claimed to be payable or due under another Schedule.

Section 3 – Interpretation

In the event of any conflict between the provisions of this MSC and the provisions of any Schedule, the provisions of such Schedule shall be deemed to control; provided, however, notwithstanding the foregoing, this MSC and the Schedules incorporated shall at all times be subject to (a) Utility’s Tariff Rate Schedules and Tariff Rules, (b) all rules, regulations, decisions and orders of the CPUC, and (c) all other governmental laws, regulations, and decisions (including by a court) applicable to this MSC and/or the incorporated Schedules, as each of the foregoing may be in effect from time to time.

Section 4 – Billing/Payments

All bills rendered by Utility shall be paid by Customer in accordance with the provisions of Tariff Rule No. 9 to Utility’s depository specified below (which may be changed by Utility on ten (10) days prior written notice). One master billing may be made by Utility for all services provided under this MSC (including all Schedules incorporated). Such billing shall be sent to Customer at the designated address, or available electronically in Business My Account if Customer opts in for paperless in Business My Account. Changes in billing address shall be provided to Utility in writing. Customers can register on Business My Account to view and print additional copies of bills.

Attn: _____

The parties recognize that billings may be subject to adjustment in subsequent periods during the term hereof or after the expiration of this MSC (or any Schedule) to reflect subsequent reconciliations with the records of interstate transporters or third parties delivering gas in California for Customer.

All payments by Customer shall be made for the account of Utility to the following address:

Section 5 – Notices/Information

All notices, requests or demand by either party shall be given in writing as specified in the effective Schedules except that notices of changes to Section 4 shall be sent to the Master Billing Address of Customer for changes in Utility’s depository and to Utility at the address provided below for changes in the Master Billing Address:

Attn: _____

Section 6 - Legal Provisions

- (A) **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 Public Utilities Commission of the State of California, in effect from time to time.

- (B) **Amendment or Modification** – Except as required to conform with California law and the orders, rules and regulations of the Public Utilities Commission of the State of California (which retains continuing jurisdiction over this Contract and the Schedules attached hereto), no amendment or modification shall be made to this Contract except by an instrument in writing executed by all parties thereto, and no amendment or qualification shall be made by course of performance, course of dealing or usage of trade.

- (C) **Waiver** – No waiver by any party of one or more defaults under this Contract shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.

- (D) **Damages** – No party under this Contract 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 this Contract.

- (E) **Assignment** – This Contract (or any rights or obligations related thereto) shall not be assigned without the prior written consent of Utility, which consent shall not be withheld unreasonably (but Utility may require that any assignee confirm in writing its assumption of the rights and obligations of its predecessor).

(F) **Hinshaw Exemption** – In the event that any governmental entity (including a court) issues an order or rule which would result in the loss of Utility’s Hinshaw Exemption from Federal regulations if this Contract entered into by Utility remains in effect, Utility may terminate this Contract.

The foregoing provisions (A) through (F) shall be superseded to the extent such matters are covered by Utility’s Tariff Rule 4, as in effect from time to time.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this MSC in duplicate original copies.

_____ SOUTHERN CALIFORNIA GAS COMPANY
(CUSTOMER NAME)

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____