



(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 2133-A  
DECISION NO. 91-11-025, 92-07-025

ISSUED BY  
**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
DATE FILED Jan 15, 1993  
EFFECTIVE Aug 1, 1993  
RESOLUTION NO. G-3023

MASTER SERVICES CONTRACT, SCHEDULE B

MARKETER / CORE AGGREGATOR / USE-OR-PAY AGGREGATOR (Form No. 6597-2)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 2133-A

DECISION NO. 91-11-025 & 92-07-025

ISSUED BY

**NANCY I. DAY**

VICE PRESIDENT

(TO BE INSERTED BY CAL. P.U.C.)

DATE FILED Jan. 15, 1993

EFFECTIVE Aug. 1, 1993

RESOLUTION NO \_\_\_\_\_

MASTER SERVICE CONTRACT  
SCHEDULE B  
MARKETER/CORE AGGREGATOR/USE OR PAY AGGREGATOR AGREEMENT

Marketer Account # \_\_\_\_\_  
Core Aggregator Account # \_\_\_\_\_  
Use or Pay Aggregator Account # \_\_\_\_\_

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between Southern California Gas Company ("Utility") and \_\_\_\_\_ ("Customer").

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

Section 1 - Status

(A) Customer - Customer's status under the Agreement shall be as a [Marketer and/or Core Aggregator and/or Use or Pay Aggregator]. Customer has prior to the execution of this Agreement established to the satisfaction of Utility that Customer is "creditworthy" as of the date hereof.

(B) End User - If Customer is a Marketer and/or Core Aggregator, Customer shall, upon request, provide Utility a written list of the end-users it represents as a date specified by Utility. Use or Pay Aggregators shall provide written notice to Utility of the end users it represents during any annual period prior to the commencement of such period.

Section 2 - Services -

Utility shall provide Customer those services permitted under Utility's Tariff Rate Schedules and Rules applicable to Marketers and/or Core Aggregators and/or Use or Pay Aggregators.

Section 3 - Term

(A) Effective Date - This Agreement shall be effective at 6:00 a.m. on \_\_\_\_\_.

(B) Termination Date - Unless terminated early pursuant to the provisions of Section 3(C), this Agreement shall continue until \_\_\_\_\_.

(C) Early Termination - This Agreement may be terminated by Utility prior to the end of the term under the following circumstances:

- (1) In the event of a failure by Customer to pay on a timely basis all sums billed by Utility, as provided in Section 5 of this Agreement.
- (2) In the event that Customer fails after seven (7) days notice to respond satisfactorily to a request by Utility (based on a commercially reasonable concern that Customer may no longer be "creditworthy") to establish that Customer's "creditworthiness" is sufficient to discharge Customer's obligations hereunder on an ongoing basis.

#### Section 4 - Rates

(A) Customer Charges - Customer shall pay any and all charges established for the services provided hereunder, including imbalance or use or pay charges incurred by Customer in providing service to end-users. Customers shall pay the rates and charges and any applicable taxes, utility users' tax or similar assessments which become applicable to this Agreement.

(B) End-User Charges - If core end-users have appointed Customer to be responsible for paying their monthly gas utility bills, Customer shall pay such particular bills at the rates set forth in Utility's Tariff Rate Schedule applicable to such end-user, including but not limited to, customer and service charges, use or pay charges, utility users' and other taxes, franchise fees and other rates which are applicable from time to time.

#### Section 5 - Billing and Payment

(A) Billing/Payment - During the term hereof, all charges billed by Utility to Customer for imbalance charges, end-user utility charges and/or any other applicable charges shall be billed by Utility and paid by Customer. Bills are due and payable on receipt. Payment shall be considered past due if full payment has not been received by Utility within nineteen (19) calendar days of the mailing date of Utility's statement when bills are sent out on a monthly basis. If full payment has not been so received, Utility shall mail notification of termination of this Agreement to Customer and each of Customer's end-users.

(B) Disputes - In the event of a billing dispute, the bill must be paid in full by Customer pending resolution of

the dispute. Such payment shall not be deemed a waiver of Customer's right to a refund.

Section 6 - Notices

Notices - All notices shall be sent by electronic mail ("telefax"), with confirming original copy thereof being sent by prepaid certified mail to the following mail locations:

<u>Utility</u>		<u>Customer</u>	
	_____		_____
	_____		_____
Attn:	_____	Attn:	_____
	(for contract matters)		(for contract matters)
Attn:	_____	Attn:	_____
	(for operating matters)		(for operating matters)

The parties' telefax numbers are:

<u>Utility</u>		<u>Customer</u>	
( )	_____	( )	_____
	(contract)		(contract)
( )	_____	( )	_____
	(operating)		(operating)

24-hour operating contacts for the parties are:

<u>Utility</u>		<u>Customer</u>	
Title:	_____	Title:	_____
Phone: ( )	_____	Phone: ( )	_____

Notices shall be deemed to be received as of the day of mailing the confirming copies. The designated contacts, addresses and telefax numbers may be changed from time to time, by the party affected, after seven (7) days written notice.

Section 7 - Tariffs/Government

- (A) Tariff Schedules - This Agreement shall be subject to Utility's Tariff Rate Schedules and Tariff Rules as in effect from time to time, including without limitation Tariff Rule 35.
- (B) Continuing CPUC Jurisdiction - This Agreement shall be subject to the continuing jurisdiction of the CPUC (including without limitation such changes or modifications as the CPUC may direct from time to

time), and all rules, laws, orders, regulations or decisions by any governmental entity (including a court) having jurisdiction.

Section 8 - MSC

This Agreement may be included as a Schedule to a Master Services Contract ("MSC") between the parties.

Section 9 - Special Conditions

The following special conditions shall apply to this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Section 10 - Miscellaneous Legal Provisions

For the avoidance of doubt, the legal contract provisions in Section 6 of the MSC are incorporated by reference herein as if set forth in full, except to the extent such Section 6 is superseded by Utility's Tariff Rule 4.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two (2) duplicate original copies hereof as of the date written above.

"CUSTOMER"  
[FULL COMPANY NAME]

"UTILITY"  
SOUTHERN CALIFORNIA GAS COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_