
PUGET SOUND ENERGY

**RATE SCHEDULE NO. 85
INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION**

THIS INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION ("Agreement") dated _____ is made between PUGET SOUND ENERGY, INC. (the "Company") and _____ (the "Customer").

1. **PURCHASE AND SALE:** The Customer shall buy gas from the Company, and the Company shall sell gas to the Customer, for the Customer's requirements at _____ (service address).
2. **COMMENCEMENT DATE:** Service under this Agreement commences on or within 60 days following the date that the Company has installed the necessary mains, meters and other essential equipment to serve the Customer, as the Company shall determine.
3. **AGREEMENT TERM:** The initial term for service under this Agreement is 1 year, beginning on the commencement date. The Agreement continues in effect from year to year thereafter until written notice of termination is given by either party at least (i) 30 days prior to the expiration of the initial term or (ii) 30 days prior to the requested termination date during any subsequent annual term.
4. **DAILY AND HOURLY QUANTITIES:** Subject to the terms of this Agreement, the Company shall sell and deliver **interruptible** gas to the Customer at a rate of flow up to but not exceeding ___ therms per hour and up to but not exceeding ___ therms per day (from **7:00 a.m.** to **7:00 a.m.** Pacific Prevailing time) and to sell and deliver **firm** use gas to the Customer at a rate of flow up to but not exceeding ___ therms per hour and up to but not exceeding ___ therms per day (from **7:00 a.m.** to **7:00 a.m.** Pacific Prevailing time). The Company shall normally deliver gas to the Customer at ___ pounds minimum gauge pressure at the outlet of the meter set assembly.
5. **CURTAILMENT:** The Customer shall curtail its use of interruptible gas for the periods and to the extent requested by the Company in its sole determination. The Customer may resume full gas usage immediately after curtailment termination. The Customer shall annually provide the Company with a list of at least 3 people who are designated to receive notices of curtailment along with their appropriate work and home phone numbers, and further agrees to update this list whenever it changes (the Authorized Interruptible Personnel List, Exhibit "A").
6. **RATES AND CHARGES:** Bills for service under this Agreement are issued due and payable when rendered and become past due after 15 days from the date of the bill.
7. **ADDITIONAL REQUIREMENTS:** As conditions to providing service under this Agreement, the Company may in its discretion require the Customer to provide electrical power (110v) and/or a telephone service connection at the meter location, which power and connection shall be the Customer's responsibility and expense.
8. **NOTICES:** Except as otherwise provided below, all notices, correspondence and other communications relating to this Agreement shall be sent by registered, certified or ordinary mail, and will be considered effective upon receipt. They shall be addressed as follows:

PUGET SOUND ENERGY

To Company:

Puget Sound Energy
P.O. Box 90868 BOT01G
Bellevue, WA. 98004
Attn: Business Account Services

To Customer:

Attn:

Notices with respect to the initiation of curtailments or the restoration of deliveries are sufficient if given by the Company in writing, telecopy, electronically, orally in person or by telephone to one of the persons named in the Authorized Interruptible Personnel List referenced in Paragraph 5 above.

- 9. **DELAYS:** The Company shall not be liable for delays in providing service under this Agreement when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipelines or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 10. **APPLICABLE RULES AND TARIFFS:** The provisions in the Company's **Rate Schedule No. 85** and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable schedules, rules and regulations filed with or adopted by the Washington State Utilities and Transportation Commission from time to time. In the event of a conflict between the Agreement and an applicable rule, regulation, schedule or tariff, the provisions of the rule, regulation, schedule or tariff shall control.
- 11. **SUCCESSORS AND ASSIGNS:** This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 12. **MISCELLANEOUS PROVISIONS:** (a) This Agreement together with the then-current applicable rate schedules constitutes the entire agreement between the parties and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.
- 13. **SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION:** None.

PUGET SOUND ENERGY, INC.

CUSTOMER

By: _____

By: _____

Its _____

Its _____

Dated: _____

Dated: _____

| Office Use Only | | | |
|--------------------|-----------|------|------|
| PSE REPRESENTATIVE | ACCOUNT # | ID # | DATE |

PUGET SOUND ENERGY

INTERRUPTIBLE GAS SERVICE AGREEMENT: Exhibit "A"

Authorized Interruptible Personnel List

PSE Business Account Services: (425) 462-3111
 Fax: (425) 462-3496

| | |
|------------------------------|----------|
| <i>Office Use Only</i> | |
| Customer ID: | |
| Interruptible Max Day: _____ | PD |
| | _____ PH |
| Firm Max Day: _____ | PH |
| | _____ PH |

Customer Name: _____

Mailing Address:

Service Address:

Gas Usage Information:

Equipment using Interruptible Gas Service: _____

Equipment using Firm Gas Service: _____

Curtailment Personnel

Below are listed the names of people authorized to receive the notice of Curtailment of interruptible Gas Service. Each of them understands that service may be interrupted at any time during the day or night and each is authorized to handle all Curtailment operations of the above named organization under the terms and conditions of the Interruptible Gas Service Agreement. Please prioritize your personnel list below, and report any changes affecting this list to Puget Sound Energy at once.

| Person to notify | Work Phone - Ext | Fax | Cell Phone | Home Phone |
|-------------------------|-------------------------|--------------|-------------------|-------------------|
| «ContactPerson1» | «WorkNumber1» | «FaxNumber1» | «CellNumber1» | «HomeNumber1» |
| «ContactPerson2» | «WorkNumber2» | «FaxNumber2» | «CellNumber2» | «HomeNumber2» |
| «ContactPerson3» | «WorkNumber3» | «FaxNumber3» | «CellNumber3» | «HomeNumber3» |
| «ContactPerson4» | «WorkNumber4» | «FaxNumber4» | «CellNumber4» | «HomeNumber4» |
| «ContactPerson5» | «WorkNumber5» | «FaxNumber5» | «CellNumber5» | «HomeNumber5» |

E-Mail Addresses: «EMailAddress1» «EMailAddress2» «EMailAddress3» «EMailAddress4» «EMailAddress5»

CERTIFICATION

I understand that during periods of Curtailment there will be **no natural gas available for use** except that amount previously contracted for on **a firm use basis**.

Signed: _____ Title: _____ Date: _____