

## FIRM/INTERRUPTIBLE GAS SALES SERVICE AGREEMENT

This Firm/Interruptible Gas Sales Service Agreement ("Agreement") is between CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas ("CenterPoint Energy"), 505 Nicollet Mall, P.O. Box 59038, Minneapolis, Minnesota 55459-0038 and \_\_\_\_\_,

\_\_\_\_\_ ("Customer"). Customer is a natural gas user who will purchase natural gas from CenterPoint Energy. CenterPoint Energy is willing and able to deliver natural gas on a firm/interruptible basis subject to (1) all provisions of this Agreement, and (2) CenterPoint Energy's currently effective and applicable tariff (as defined below) on file with the Minnesota Public Utilities Commission, as it may be changed from time to time. Therefore, the parties, desiring to be legally bound, for themselves, their successors and assigns, agree as follows:

### Section 1. REQUIREMENTS AND DELIVERIES.

**1.1. Delivery of Gas.** CenterPoint Energy will deliver pipeline quality gas at \_\_\_\_\_ (Acct# \_\_\_\_\_) on a firm/interruptible basis. Gas using equipment is listed in Appendix A. Upon request by CenterPoint Energy, Customer will provide CenterPoint Energy with a list of natural gas equipment within fifteen (15) days of such request. Customer will notify CenterPoint Energy of any changes in its use of natural gas.

**1.2.** The initial Tariff election is (Small/Large) Firm/Interruptible Gas Sales Service tariff (the "applicable tariff"). Customer may elect a new tariff by notifying CenterPoint Energy in writing prior to any September 1, which election becomes effective the following November 1.

**1.3.** Customer must elect a base level of daily firm service volume per the Applicable Tariff, on or before September 1 of each year. Such base level of daily firm service will be effective the following November 1 and will remain in effect for one (1) year. Prior to September 1 of subsequent years, Customer may elect a different base level of daily firm service to be effective the following November 1. CenterPoint Energy is under no obligation to accept greater levels of base daily firm service volumes and will notify Customer if any newly elected base volume is unacceptable. If Customer does not elect to modify its then-current base level of daily firm service prior to September 1 of subsequent years, the current level shall continue for another one (1) year period. Customer must provide such election pursuant to the notice requirement in Section 7 herein and must include at a minimum: Customer name, account number and the base level of daily firm service volume in therms.

**1.4.** The initial base level of daily firm service volume is \_\_\_\_\_ therms.

**1.5.** The first volumes through the meter, on a daily basis, are billed as firm volumes until the base level of daily firm service volume is reached. All volumes used after the base level is reached are billed as interruptible volumes. Daily volumes shall be prorated during curtailments of less than one day.

**1.6. Refusal or Disconnection of Service.** CenterPoint Energy will not initiate gas service until all equipment necessary for gas and alternative fuel operation for the interruptible service is installed and performs in compliance with applicable laws, ordinances and codes and End User meets CenterPoint Energy's credit requirements.

CenterPoint Energy may refuse service or disconnect service without notice for the following reasons:

- Tampering with CenterPoint Energy's equipment;
- The existence of a condition hazardous to End User; CenterPoint Energy's other End Users, employees or equipment; or the public;
- End User's use of equipment which adversely affects CenterPoint Energy's equipment or service to others.

**FIRM/INTERRUPTIBLE GAS SALES SERVICE AGREEMENT (CONTINUED)**

CenterPoint Energy may refuse or disconnect service upon five days written notice for any of the following reasons:

- End User's failure to pay a bill when due;
- End User's violation of CenterPoint Energy's Rules and Regulations on file with the Public Utilities Commission or city having jurisdiction;
- End User's breach of this Agreement;
- End User's failure to provide CenterPoint Energy reasonable access to CenterPoint Energy's equipment;
- End User's failure to furnish necessary service, equipment or rights-of-way which CenterPoint Energy has specified as a condition for obtaining service.

Disconnection does not relieve End User of the responsibility to pay CenterPoint Energy for service previously rendered.

**Section 2. PRICE, BILLING AND PAYMENT PROCEDURES.**

**2.1. Rate for Gas.** End User will pay the gas rate in the Applicable Tariff

**2.2. Taxes and Fees.** End User will pay any tax or fee imposed on all or part of any sale of gas or the gross revenues derived from the sale of gas.

**2.3. Gas Used After Notice of Curtailment.** For all unauthorized gas in excess of the base level used after notice of curtailment, Customer will pay the charge for Unauthorized Gas as specified in the Applicable Tariff. Hourly consumption in excess of 1/16<sup>th</sup> of the base level used after notice of curtailment is unauthorized. CenterPoint Energy will provide a thirty (30) day notice of any increase in the charge for Unauthorized Use of gas.

**2.4. Billing and Payment.** CenterPoint Energy will bill End User monthly. Payment is due by the due date noted on the bill.

**2.5. Late Payment Charge.** Late payment will be charged as specified in the Applicable Tariff.

**Section 3. CURTAILMENT.**

**Curtailment.** Customer will provide CenterPoint Energy (and update as necessary) the names and telephone numbers of persons CenterPoint Energy should notify to curtail in Appendix A. Customer will curtail gas usage in excess of Customer's base level of daily firm service upon one hour's notice.

**Section 4. CUSTOMER CONNECTED LOAD.**

Connected load is \_\_\_\_\_MMBTU/input. Alternative Fuel type is \_\_\_\_\_. Alternative fuel capacity storage is \_\_\_\_\_. Customer agrees to notify CenterPoint Energy of any changes in natural gas load connected to the meter(s). Customer agrees to provide CenterPoint Energy with a revised connected load list within thirty (30) days of CenterPoint Energy's written request.

**Section 5. SERVICE LINES AND METERING EQUIPMENT.**

**5.1. Equipment Furnished by CenterPoint Energy.** CenterPoint Energy will install and maintain necessary gas mains and services, meter, remote meter reading equipment, and regulator equipment to supply natural gas to the CenterPoint Energy meter on Customer's premises. CenterPoint Energy may charge Customer for costs of installation consistent with CenterPoint Energy's Applicable Tariff. All equipment furnished by CenterPoint Energy will remain its property and CenterPoint Energy may remove its equipment upon termination of service to Customer.

**5.2. Customer's Equipment.** All piping and equipment downstream of the meter, including telephone lines and any necessary electrical power for remote meter reading equipment, will be installed and maintained by Customer and remain Customer's responsibility. Any inspection by CenterPoint Energy of Customer's piping and equipment will not impose any obligation or liability on CenterPoint Energy.

**5.3. Location on Customer's Premises.** Customer will, without expense to CenterPoint Energy, provide and maintain on the premises, at a location satisfactory to CenterPoint Energy, proper space for CenterPoint Energy's piping, meters, regulators and other equipment.

**FIRM/INTERRUPTIBLE GAS SALES SERVICE AGREEMENT (CONTINUED)**

**5.4. Access to Equipment.** CenterPoint Energy representatives have the right at all reasonable times to have access to its equipment for any reason related to this Agreement, including the right to read meters, make inspections or repairs or remove CenterPoint Energy's equipment. Customer will obtain consent from its lessor, if any, for CenterPoint Energy to enter the premises for these purposes. Access will be granted, at all times, for emergency purposes.

**5.5. Safekeeping of CenterPoint Energy's Equipment.** Customer will provide for the safekeeping of CenterPoint Energy's meters and other equipment. Customer will reimburse CenterPoint Energy for the cost of any alterations to its property necessitated by Customer, and for any loss or damage to CenterPoint Energy's property due to negligence of Customer, its agents or employees. CenterPoint Energy may suspend or discontinue gas service until any such damage or loss is settled to its satisfaction.

**Section 6. ALTERNATIVE OR DUAL FUEL EQUIPMENT OR PROCESS INTERRUPTIBILITY.**

**6.1. Dual Fuel Capability or Process Interruptibility.** Customer must be capable of reducing natural gas consumption to the base level during all curtailment periods by operating an alternate or dual fuel system sufficient to serve Customer's requirements in excess of its base level of daily firm service or by curtailing process loads. The installation and maintenance of the alternate or dual fuel system must comply with applicable codes, ordinances and laws. Customer hereby acknowledges that there is no limit to the number of days that CenterPoint Energy may curtail, and hereby elects:

- Customer agrees to own and operate an alternative or dual fuel system fueled by and with a storage capacity of \_\_\_ gallons during curtailments. Customer will have access to sufficient alternative fuel supplies for all periods of curtailment, OR:
- Customer agrees to cease operating its process that requires use of natural gas during curtailments. Customer will be capable of ceasing gas consumption during all periods of curtailment.

**Section 7. CURTAILMENT CONTACTS.**

Customer has attached a complete list of curtailment contacts. Customer agrees to update curtailment contacts immediately upon any changes and update/confirm within fifteen (15) days of CenterPoint Energy's written request.

**Section 8. CUSTOMER CONNECTED LOAD.**

Customer has attached a complete list of natural gas load(s) connected to the meter(s). Customer agrees to notify CenterPoint Energy of any changes in natural gas load connected to the meter(s). Customer agrees to provide CenterPoint Energy with a revised connected load list within thirty (30) days of CenterPoint Energy's written request.

**Section 9. TERM.**

This Agreement is effective on \_\_\_\_\_ and is effective for a minimum term of one (1) year. This Agreement shall remain in effect until terminated by CenterPoint Energy pursuant to Section 1 or until terminated by either party upon providing thirty (30) days written notice. If this Agreement is not terminated as set forth herein, the terms and conditions of this Agreement shall automatically renew and continue in force for consecutive terms of one (1) month each, until terminated by either party upon not less than thirty (30) days prior written notice to the other party. This Agreement supersedes all prior written or oral agreements.

**FIRM/INTERRUPTIBLE GAS SALES SERVICE AGREEMENT (CONTINUED)**

**Section 10. NOTICES.**

Notices, except as otherwise specified, will be sent to:

CenterPoint Energy-MN Gas, Energy Sales Customer: \_\_\_\_\_  
Manager \_\_\_\_\_  
505 Nicollet Mall \_\_\_\_\_  
P.O. Box 59038 \_\_\_\_\_  
Minneapolis, Minnesota 55459-0038 \_\_\_\_\_  
Phone: 612.321.4330 \_\_\_\_\_

(PLEASE NOTIFY CENTERPOINT ENERGY OF ANY CHANGES IN CONTACTS.)

**Section 11. ASSIGNMENT.**

This Agreement cannot be assigned without CenterPoint Energy's prior written approval. If Customer does not obtain approval, Customer will remain liable for payment of gas service.

**Section 12. WAIVER OF LIABILITY.**

CenterPoint Energy will not be liable for any loss, injury or damages; including any special, incidental or consequential damages; resulting from CenterPoint Energy's disconnection or refusal of service, or any interruption or curtailment of gas service.

**Section 13. APPLICABLE LAW AND REGULATION.**

This Agreement will be construed in accordance with the laws of the State of Minnesota. However, notwithstanding any of the terms or conditions of the Agreement, the Applicable Tariff shall govern. If a change in the Applicable Tariff creates a conflict with any section of this Agreement, either party may cancel this Agreement immediately upon delivery of written notice of such cancellation to the other party. Further, the operation and effectiveness of this Agreement shall not continue if such continuance would violate any applicable statute, regulation or other jurisdictional authority.

**Section 14. COMPLETE AGREEMENT.**

This Agreement and the Applicable Tariff constitute the parties' complete agreement pertaining to this subject matter. Except for changes to the Applicable Tariff, this Agreement cannot be changed except in a writing signed by both parties.

**CENTERPOINT ENERGY RESOURCES CORP., d/b/a**

**CenterPoint Energy Minnesota Gas**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CUSTOMER(S)**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**AGREEMENT APPENDIX A**

**CURTAILMENT NOTICES**

- 1) \_\_\_\_\_  
NAME TITLE  
OFFICE PHONE HOME PHONE CELL PHONE
- 2) \_\_\_\_\_  
NAME TITLE  
OFFICE PHONE HOME PHONE CELL PHONE
- 3) \_\_\_\_\_  
NAME TITLE  
OFFICE PHONE HOME PHONE CELL PHONE

***(Please notify CenterPoint Energy of any change in Curtailment Contracts.)***