

## DUAL FUEL GAS SALES SERVICE AGREEMENT

This Dual Fuel 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 user of natural gas who meets the requirements for dual fuel sales service as outlined in the applicable dual fuel sales service tariff on file with the Minnesota Public Utilities Commission, as it may be changed from time to time ("**Tariff**"). CenterPoint Energy and Customer agree as follows:

### Section 1. REQUIREMENTS AND DELIVERIES.

1.1. **Delivery of Gas.** CenterPoint Energy will sell and deliver pipeline quality gas at \_\_\_\_\_ (Acct# \_\_\_\_\_) on an interruptible basis. The metered volume will be adjusted to account for variations in pressure and temperature and billed accordingly. 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. **Refusal or Disconnection of Service.** CenterPoint Energy will not initiate gas service until all equipment necessary for gas and alternative fuel operation is installed and performs in compliance with applicable laws, ordinances and codes and Customer 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 Customer; CenterPoint Energy's other customers, employees or equipment; or the public;
- Customer's use of equipment which adversely affects CenterPoint Energy's equipment or service to others.

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

- Customer's failure to pay a bill when due;
- Customer's violation of CenterPoint Energy's Rules and Regulations on file with the Public Utilities Commission or city having jurisdiction;
- Customer's breach of this Agreement;
- Customer's failure to provide CenterPoint Energy reasonable access to CenterPoint Energy's equipment;
- Customer'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 Customer of the responsibility to pay CenterPoint Energy for service previously rendered.

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

2.1. **Rate for Gas.** Customer will pay the gas rate in the applicable Tariff approved by the applicable authority. CenterPoint Energy may increase or decrease the rate for changes in the cost of gas pursuant to its Purchased Gas Adjustment Rider Clause ("**PGA Rider**").

2.2. **Taxes and Fees.** Customer 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 used after notice of curtailment, Customer will pay the charge for Unauthorized Gas as specified in the Tariff.

2.4. **Billing and Payment.** CenterPoint Energy will bill Customer 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 Tariff.

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**DUAL FUEL GAS SALES SERVICE AGREEMENT (CONTINUED)****Section 3. CURTAILMENT.**

3.1. **Curtailment.** Customer will provide to CenterPoint Energy (and update as necessary) the names and telephone numbers of persons CenterPoint Energy should notify to curtail in Appendix A. CenterPoint Energy can interrupt Customer if capacity constraints require, or for other appropriate reasons Customer will curtail gas usage 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 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 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.
- 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.**

- 6.1. **Alternative or Dual Fuel Capability.** Customer must have an operational alternate or dual fuel system installed. The installation and maintenance of the alternate or dual fuel system must comply with applicable codes, ordinances and laws.
- 6.2. **Alternate Fuel Supply.** Customer will have access to sufficient alternate fuel supplies for all periods of curtailment.

**Section 7. TERM.**

This Agreement is effective when signed by both parties and remains in effect until terminated by CenterPoint Energy pursuant to Section 1 or until terminated by either party upon providing thirty (30) days written notice. This Agreement supersedes all prior written or oral agreements.



**DUAL FUEL GAS SALES SERVICE AGREEMENT (CONTINUED)**

**Section 8. 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 OF ANY CHANGES IN CONTACTS)

**Section 9. 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 10. 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 11. 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 Tariff shall govern. If a change in the 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 12. COMPLETE AGREEMENT.**

This Agreement and the Tariff constitute the parties' complete agreement. Except for changes to the 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: \_\_\_\_\_

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**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.)***