



**DUAL FUEL GAS TRANSPORTATION SERVICE AGREEMENT**

THIS 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 \_\_\_\_\_ ("End User"), and is effective 9:00 a.m. CCT on the 1st day of \_\_\_\_\_, 20\_\_\_\_. End User is a natural gas user who has purchased natural gas from a supplier other than CenterPoint Energy's sales service, and who desires to transport that natural gas through CenterPoint Energy's distribution system. CenterPoint Energy is willing and able to transport End User's natural gas on an interruptible basis, subject to (1) all provisions of this Agreement, and (2) CenterPoint Energy's currently effective and applicable Dual Fuel Transportation Service Tariff on file with the Minnesota Public Utilities Commission, as it may be changed from time to time ("Tariff"). Therefore, the parties, desiring to be legally bound, for themselves, their successors and assigns, agree as follows:

**Section 1. Quantity.**

CenterPoint Energy agrees to accept and to transport on an interruptible basis daily volumes of gas nominated by End User in accordance with Section 2 of this Agreement in volumes up to \_\_\_\_\_ Therms per day. End User's gas will be accepted at the inlet of CenterPoint Energy's \_\_\_\_\_ town border station ("TBS") and will be transported on an interruptible basis to End User's meter at \_\_\_\_\_, Minnesota, account # \_\_\_\_\_. The volumes metered by CenterPoint Energy will be considered the volumes delivered to CenterPoint Energy.

End User's gas shall be delivered by CenterPoint Energy at a rate of flow not exceeding \_\_\_\_\_ cubic feet per hour at the outlet of End User's meter. The gas shall be delivered at normal operating pressures and temperatures on CenterPoint Energy's distribution system and all volumes delivered will be adjusted for Btu content. The gas transported under this Agreement shall be the first gas registered through End User's meter.

**Section 2. Nominating Procedure.**

Each day by 9:00 a.m. CCT, End User will nominate the volume of gas it wants to take for the 24-hour period beginning at 9:00 a.m. CCT the following day. Nominations shall be made directly to CenterPoint Energy's Transportation Services Department and shall include volumes to account for fuel use and unaccounted for volumes on the transporting interstate pipeline system. When End User is out-of-balance on CenterPoint Energy's system as defined in the Tariff, End User will pay the charges outlined in the Tariff. End User is responsible for all transportation and transportation requirements of the interstate pipeline.

**Section 3. Meter Reading and Telemetry.**

Telemetry is required. End User will be billed monthly for the cost of the telephone circuit. This charge is in addition to all charges outlined in the Tariff.

**Section 4. Term.**

This Agreement will continue in effect for 1 year from its effective date. Upon expiration of the initial term, this Agreement shall continue for successive thirty (30) day periods until terminated in accordance with Section 7 of this Agreement.

**Section 5. Price.**

The rate charged End User for transported gas will be governed by the applicable Tariff, a copy of which is attached to this Agreement.

**Section 6. Payment.**

Payment is due five (5) days prior to the next scheduled billing date. A late charge, as outlined in the Tariff, will be applied to bills not paid by the end of the due date.

**Section 7. Termination and Assignment.**

- 7.1. End User or CenterPoint Energy may terminate this Agreement by giving written notice to the other thirty (30) days prior to the expiration of the current term.
- 7.2. This Agreement shall immediately terminate on any date on which any applicable statute, regulation or other jurisdictional authority renders it illegal, null or void.
- 7.3. Additionally, this Agreement will be subject to termination immediately upon notice to End User of its failure to meet its responsibilities under this Agreement.
- 7.4. This Agreement may not be assigned without the written consent of the other party.

**Section 8. Notices.**

CenterPoint Energy, Commercial & Industrial Sales, 505 Nicollet Mall, P.O. Box 59038, Minneapolis, Minnesota 55459-0038,, 612-321-4330  
End User: \_\_\_\_\_  
\_\_\_\_\_

**Section 9. Alternative Fuel Capability and Interruption.**

End User must have on-site alternate fuel capability and sufficient fuel to burn for periods of interruption, or be receiving service under the Process Interruptible Service Rider. CenterPoint Energy can interrupt End User if capacity constraints require or for other appropriate reasons. End User will cease using gas on one hour's notice when CenterPoint Energy requests or pay the penalty for Unauthorized Use of Gas contained in the Tariff.

**Section 10. Waiver of Liability.**

End User will hold CenterPoint Energy harmless from all claims for damages, including special, incidental, or consequential damages, resulting from any termination of gas service caused by End User's failure to deliver gas to CenterPoint Energy's TBS or for CenterPoint Energy's interruption or curtailment of gas service.

**Section 11. Supplying Copies of Contracts.**

Prior to any transportation by CenterPoint Energy under this Agreement, End User will provide CenterPoint Energy with copies of all contracts used to procure and deliver natural gas to CenterPoint Energy's TBS. However, End User need not provide price information contained in such contracts.

**Section 12. 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 13. Complete Agreement.**

This Agreement and the Tariff constitute the parties' complete agreement. With the exception of changes to the Tariff, this Agreement cannot be changed except in a writing signed by both parties.

**END USER**

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

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

Dated: \_\_\_\_\_

**CENTERPOINT ENERGY RESOURCES CORP., d/b/a CenterPoint Energy Minnesota Gas**

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

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

Dated: \_\_\_\_\_