

Small Volume Firm/Interruptible Sales Service Agreement

This Small Volume Firm/Interruptible Sales Service Agreement ("Agreement") is between _____, a _____ (Proprietorship, Partnership or Corporation), _____ ("Customer") and CenterPoint Energy, a Division of CenterPoint Energy Resources Corp., a Delaware corporation, 800 LaSalle Avenue, Floor 11, Minneapolis MN 55402 ("CenterPoint Energy"). Customer is a user of natural gas who meets the requirements for firm/interruptible service as outlined in the applicable Small Volume Firm/Interruptible 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 a firm/interruptible basis. The metered volume will be adjusted to account for variations in pressure and temperature and billed accordingly. Gas-using equipment is listed in Appendix A. Customer will notify CenterPoint Energy of any changes in its use of natural gas.
- 1.2. Customer must elect a base level of daily firm service volume of no less than 25 therms per day, 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 will have the right to elect a different base level of daily firm service (but not less than 25 therms per day), to be effective the following November 1. 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.
- 1.3. The initial base level of daily firm service volume is _____ therms.
- 1.4. 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.
- 1.5. **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 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 Small Volume Firm/Interruptible Sales Service 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 Clause.
- 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. CenterPoint Energy will provide a 30-day notice of any increase in the charge for unauthorized use of gas.
- 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.

Section 3. CURTAILMENT.

- 3.1. **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 B. Customer will curtail gas usage in excess of Customer's base level of daily firm service upon one hour's notice.

Section 4. SERVICE LINES AND METERING EQUIPMENT.

- 4.1. **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 Tariff. All equipment furnished by CenterPoint Energy will remain its property and CenterPoint Energy may remove its equipment upon termination of service to Customer.
- 4.2. **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.
- 4.3. **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.
- 4.4. **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.
- 4.5. **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 5. ALTERNATIVE OR DUAL FUEL EQUIPMENT.

- 5.1. **Alternative or Dual Fuel Capability.** Customer must have an operational alternate or dual fuel system installed sufficient to serve Customer's requirements in excess of its base level of daily firm service. The installation and maintenance of the alternate or dual fuel system must comply with applicable codes, ordinances and laws.
- 5.2. **Alternate Fuel Supply.** Customer will have access to sufficient alternate fuel supplies for all periods of curtailment.

Section 6. TERM.

This Agreement is effective on November 1, subsequent to the date of signing, pursuant to Section 1.2. Thereafter, the Agreement is effective for a minimum term of one (1) year and shall remain in effect until terminated by CenterPoint Energy pursuant to Section 1 or upon either party providing written notice of cancellation by September 1 of the following year. 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) year each, until terminated by either party upon not less than sixty (60) days prior written notice to the other party. This Agreement supersedes all prior written or oral agreements.

Section 7. NOTICES.

Notices, except as otherwise specified, will be sent to:
CenterPoint Energy, Manager Energy Sales
800 LaSalle Avenue, Floor 11
Minneapolis, MN 55402 Phone: 612.321.4330

NAME	ADDRESS
TITLE	CITY, STATE, ZIP
TELEPHONE NUMBER	(PLEASE NOTIFY CENTERPOINT ENERGY OF ANY CHANGES IN CONTACTS)

Section 8. 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 9. 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 10. 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 11. 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.

CENTERPOINT ENERGY, a division of CENTERPOINT ENERGY RESOURCES CORP.

CUSTOMER(S)

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

AGREEMENT APPENDIX A

EQUIPMENT	MMBTU/INPUT	ALTERNATE FUEL
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

(Attach additional pages if necessary)

ALTERNATE FUEL STORAGE CAPACITY

(Please notify CenterPoint Energy of any changes in equipment capacity)

AGREEMENT APPENDIX B

CUSTOMER

SERVICE LOCATION

CITY

ZIP

CONTACT

TITLE

PHONE

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 Contacts.)