



## DELIVERING STRATEGIC SOLUTIONS ACCA'S 2000 ANNUAL MEETING

### FORM PREPARED FOR ACCA ANNUAL MEETING 2000

#### Commercial Delivery Service Agreement

**This Agreement** is made and entered into this \_\_\_\_\_, 2000 by and between \_\_\_\_\_ ("Utility") and \_\_\_\_\_ (Account No. \_\_\_\_\_) ("Buyer") pursuant to Utility's Rate Schedule \_\_\_\_\_.

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Service to be Provided. Utility shall provide Delivery Service hereunder in accordance with its Rate Schedules Nos. \_\_\_\_\_, and General Service Provisions (together "Tariff") on file with the Public Service Commission of \_\_\_\_\_ ("PSC") as such Tariff, incorporated herein by reference, may be amended or superseded from time to time by the PSC. Utility shall deliver gas purchased by Buyer from designated sellers to Buyer's Facilities at \_\_\_\_\_.
2. Term. The Initial Term of this agreement shall commence on the first scheduled meter reading date from execution of this Agreement and shall continue for a period of 12 months, and thereafter for an additional one year period unless either party gives written notice to the other party ninety (90) days prior to the end of the Initial Term.
3. Rates. Buyer shall pay Utility the Rate for Monthly Usage, Balancing Charge, Minimum Monthly Bill and Late Payment Charge set forth in the Tariff.
4. Daily Contract Quantity. Buyer's initial Daily Contract Quantity (DCQ) shall be \_\_\_\_\_.
5. Regulation. This Agreement is subject to the rules and regulations of the PSC and is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or terminate, as appropriate, if any necessary regulatory approval or authorization is not so received or continued.
6. Notices. Notices by one party to another hereunder shall be send in writing by first class delivery to Buyer at \_\_\_\_\_, Fax No. \_\_\_\_\_, and Utility at \_\_\_\_\_, Fax No. \_\_\_\_\_. The date of receipt shall constitute the date of notice for written notices.
7. Non-assignability. There shall be no assignment, transfer, or subcontracting of this Agreement, nor of any interest in this Agreement, nor delegation of duties hereunder, except upon

written consent of the Utility and Buyer, which shall not be unreasonably withheld. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties.

*IN WITNESS HEREOF*, the parties have executed this Agreement.

\_\_\_\_\_

(Buyer) (Utility)

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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