



**Electric Sample Form No. 79-1024**  
Dual Supply Customer Authorizing Agreement

Sheet 1

**Please Refer to Attached  
Sample Form**



# DUAL SUPPLY CUSTOMER AUTHORIZING AGREEMENT

## DISTRIBUTION

- Customer
- Division(s)
- Electric Transmission Rate
- Electric Supply

REFERENCE:  
(See Exhibit B)

This Dual Supply Customer Authorizing Agreement (“Customer Agreement”) is entered into by and between Pacific Gas and Electric Company, a corporation organized and existing under the laws of the state of California (“PG&E”), and \_\_\_\_\_

\_\_\_\_\_ (“the Customer”). PG&E and the Customer are each sometimes referred to collectively as “the Parties.” Capitalized terms used but not otherwise defined in this Customer Agreement shall have the meanings defined in the Enabling Agreement (defined below), a copy of which is attached to this Customer Agreement as Exhibit A.

## RECITALS

WHEREAS, PG&E and the United States of America, acting by and through the Administrator, Western Area Power Administration, Department of Energy (“Western”) have entered into the Dual-Supply Customer Enabling Agreement for New Base Resource Allottees (“Enabling Agreement”) to provide for the delivery of Western Base Resource and the supply of PG&E bundled retail service to Dual-Supply Customers such as the Customer; and

WHEREAS, by entering into this Customer Agreement, the Customer verifies that it has executed one or more contracts with Western for the purchase of Base Resource to meet some of the Customer’s electric power requirements; and

WHEREAS, the Customer qualifies for the services provided by this Customer Agreement under the Enabling Agreement and desires to receive power from both Western and PG&E.

## AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

### 1. Term.

- 1.1. This Customer Agreement will become effective on the later of: (a) the effective date of the Service Agreement between PG&E and Western under the PG&E Wholesale Distribution Tariff, dated October 21, 2004 (“Western WDT SA), or (b) the date the Customer and PG&E execute this Customer Agreement.
- 1.2. This Customer Agreement will terminate on the earliest of: (a) the date agreed upon by the Parties in writing; (b) 30 days from receipt of written notice from the Customer requesting termination, which notice must include the designation of the full requirements supplier the Customer will use upon termination of this Customer Agreement; (c) 30 days from receipt of written notice from the Customer that it is eligible for retail Direct Access or similar retail service and acknowledgement that such Customer is switching to such service; or (d) the termination of the Enabling Agreement without a successor agreement.

† Information collected on this form is used in accordance with PG&E’s Privacy Policy.  
The Privacy Policy is available at [pge.com/privacy](http://pge.com/privacy).

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2. Power Supply.
  - 2.1. PG&E agrees to sell and deliver to the Customer, and the Customer agrees to purchase from PG&E the hourly amount of electric power equal to the difference between (a) the amount of electric power delivered by PG&E for the use of the Customer at its Point(s) of Delivery (stated in Exhibit B, attached) minus (b) the amount of Base Resource scheduled for the use of the Customer.
  - 2.2. "Point(s) of Delivery" shall mean the Customer's point or points of delivery for Base Resource which satisfy the requirements of the Western WDT SA at Section 10 or are exceptions pursuant to Section 6 of the Enabling Agreement. A list of the Customer's Point(s) of Delivery is attached as Exhibit B to this Customer Agreement.
3. CPUC Tariffs Applicable. The Customer agrees to pay PG&E monthly for all power supplied by PG&E under the applicable PG&E tariff or rate schedule filed with the California Public Utilities Commission ("CPUC").
4. Departing Load Charges. The Customer agrees to abide by all determinations of the CPUC or other competent tribunal with respect to the Customer's responsibility, if any, for departing load charges, cost responsibility surcharges, or other forms of stranded costs attributable to service under Base Resource contracts with Western. The Customer agrees that following such a determination that it is liable for such charges, it will pay all such charges until such time as it may obtain a determination that it is not, or is no longer, subject to such charges. Nothing herein shall limit Western's or the Customer's right to contest the applicability, nature, scope, amount, or method of determining such charges before any appropriate tribunal, including a reviewing court, or to seek relief from otherwise applicable charges before an appropriate regulatory or legislative body. These charges will be in addition to charges to the Customer as Western may impose for Base Resource, delivery, and other service.
5. Metering requirements shall be pursuant to the PG&E -Western Interconnection Agreement, dated October 21, 2004 ("Western IA") and the Enabling Agreement unless: (a) more stringent metering requirements applicable to similarly situated entities are imposed by the CPUC or other competent tribunal, or (b) more stringent metering requirements are necessary to bill a Point(s) of Delivery under the applicable CPUC tariff.
6. Interconnection voltage at the Point(s) of Delivery shall be pursuant to the Western IA.
7. Power Factor shall be pursuant to the Western IA and CPUC-filed PG&E tariffs.
8. Additional Provisions.
  - 8.1. Amendment. Any amendment or modification to this Customer Agreement must be in writing and signed by the Parties. Effectiveness of any amendment or modification shall be subject to any required regulatory authorization.
  - 8.2. Entire Agreement. This Customer Agreement, including its appendices, constitute the complete and exclusive statement of the terms of the Parties' agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, and communications that may have been made in connection with the subject matter of this Customer Agreement. No representation, covenant, or other matter, oral or written, which is not expressly set forth, incorporated, or referenced in this Customer Agreement, except for applicable laws and regulations, shall be a part of, modify, or affect this Customer Agreement.



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- 8.3. No Third Party Rights or Obligation. No right or obligation contained in this Customer Agreement shall be applied or used for the benefit of any person or entity not a party to this Customer Agreement.
- 8.4. Successor In Interest. Every successor in interest to the rights, title, interest, or use of any party shall be bound by all terms, and conditions of this Customer Agreement as if such successor in interest had duly executed this Customer Agreement.
- 8.5. Governing Law. This Customer Agreement is made and entered into in the State of California and its performance and enforcement shall be determined in accordance with California law.
- 8.6. Authority To Execute Agreement; Counterparts. Each undersigned representative of a party warrants that he or she has all required authority to execute this Customer Agreement on behalf of the party represented. This Customer Agreement may be executed in counterparts, each of which shall be regarded as an original.
- 8.7. CPUC. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Customer Agreement to be executed by their respective authorized officials.

_____	<b>PACIFIC GAS AND ELECTRIC COMPANY</b>
(Customer)	_____
_____	_____
(Signature)	(Signature)
_____	_____
(Type/Print Name)	(Type/Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)



# **DUAL SUPPLY CUSTOMER AUTHORIZING AGREEMENT**

## **EXHIBIT A: ENABLING AGREEMENT**

# **DUAL SUPPLY CUSTOMER AUTHORIZING AGREEMENT**

## **EXHIBIT B: POINT(S) OF DELIVERY**

<b>Point of Delivery</b>	<b>Voltage to Meter (kV)</b>	<b>Interconnection Capacity (kW)</b>