



Gas Sample Form No. 79-1104
Billing Calculation Service Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

BILL CALCULATION SERVICE AGREEMENT

Pacific Gas and Electric Company (PG&E) and _____ (Customer),
Service Account Number(s) _____
served under Schedule _____ (“Applicable Tariff”)
hereby enter into this Bill Calculation Service Agreement (Agreement) for the provision of
fee-based bill calculation services. The purpose of this Agreement is for PG&E to provide
bill calculation services for sub-metered tenants of Customer in accordance with the rates
applicable to PG&E’s residential customers. Customer and PG&E shall be individually
referred to herein as a “Party” and collectively as the “Parties.”

Section 1: Service Description

- 1.1 To utilize PG&E bill calculation services, Customer must complete an application and agree to provide required tenant information identified below as: 1.1 a – d.

PG&E shall provide Customer password protected internet access allowing the Customer to transmit Customer’s sub-metered tenant data to PG&E. Customer shall provide the following data for each sub-metered tenant for Customer’s Service Account(s):

- a) sub-metered tenant’s identification number or address
 - b) sub-metered tenant’s rate schedule
 - c) sub-metered tenant’s billing period (e.g. beginning and ending dates)
 - d) sub-metered tenant’s gas and/or electric meter reads.
- 1.2 PG&E shall calculate the sub-metered tenants’ bills under the specified rate schedules in effect during the billing periods specified by Customer.
- 1.3 Should Customer determine that a sub-metered tenant’s energy charges need to be recalculated because of incorrect information submitted by Customer to PG&E, Customer shall resubmit the data listed in Section 1.1. Each bill calculation request will result in a corresponding transaction charge to be paid by Customer according to the charges specified in the Applicable Tariff. The Customer will not be charged for additional calculations required due to errors made by PG&E.

- 1.4 Customer shall request PG&E to calculate any applicable tenant refunds or credits resulting from orders of the California Public Utilities Commission (Commission) or other mechanisms that would otherwise apply to directly-metered residential customers of PG&E. PG&E shall be required to perform such requested calculations. Customer shall be responsible for the corresponding charges associated with such calculations, according to the charges specified in the Applicable Tariff.

Section 2: Representations

- 2.1 The accuracy of the calculated sub-metered tenant's energy charges is largely dependent upon the accuracy of the information provided by Customer pursuant to Section 1.1. The data provided by Customer under this Agreement will not undergo the billing validation procedures performed by PG&E with respect to data for directly-metered customers of PG&E. PG&E shall not be responsible for assuring that the information provided by Customer is accurate.
- 2.2 Customer agrees to assume sole responsibility and risk for the use it makes of the data provided by PG&E to Customer under this Agreement.
- 2.3 Customer acknowledges that it will be provided a secure user name and password upon service initiation. Customer understands that if the Customer changes or authorizes a third party to change the password, then it will not be accessible to or known by PG&E or third parties that may be involved in providing services on PG&E's behalf. Customer agrees that it is solely responsible for and assumes the risk of maintaining the security of its user name(s) and password(s) by not providing them to unauthorized entities or persons.
- 2.4 Customer agrees to use the bill calculation services provided under this Agreement only for the Customer's sub-metered tenants located within PG&E's service territory and will not resell or otherwise use said services for any other purpose.

Section 3: Term of Service

- 3.1 This Agreement shall have a minimum term of twelve (12) months ("Obligation Period") and thereafter become month-to-month with said term to commence the date the Customer is provided internet access for the services described under this Agreement. The Agreement shall terminate on the earlier of (a) following the Obligation Period, the date Customer's service is terminated with PG&E, (b) following the Obligation Period, the date Customer provides PG&E written notice requesting termination of services covered by this Agreement, (c) the date Customer fails to meet its obligations under the terms of this Agreement; or (d) the date the CPUC

authorizes changes to PG&E tariffs including the termination of services or products covered by the Agreement.

- 3.2 Early termination or periods of suspension of Customer's service during the Obligation Period shall not count toward the minimum term and Customer shall remain liable for the remaining months unpaid in the Obligation Period.

Section 4: Billing and Payment

PG&E will bill and Customer agrees to pay PG&E for all services and products provided by PG&E under this Agreement and Customer's Applicable Tariff. These charges are subject to change by PG&E, upon approval by the CPUC.

Section 5: Limitation of Liability

In no event shall PG&E be liable for any damages which arise in connection with the services provided for Customer under the Applicable Tariff including, but not limited to, any special, indirect, incidental or consequential damages. PG&E's maximum liability hereunder, arising from any cause whatsoever, whether based in contract, warranty, tort (including negligence) strict liability or otherwise, shall not exceed the amount paid by Customer to PG&E.

Section 6: Entire Agreement

This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

Section 7: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 8: Dispute Resolution

- 8.1 All disputes between the Parties relating to the payment by the customer of any PG&E fees or charges shall be subject to the provisions of PG&E's applicable tariffs governing disputes over customer bills.
- 8.2 The CPUC shall have jurisdiction to resolve disputes regarding PG&E's or Customer's performance of their obligations under this Agreement.

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Section 9: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California.

Section 10: Amendments or Modifications

This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction

Section 11: Miscellaneous

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

The Parties have executed this Agreement on the dates indicated below and agree to abide by the terms and conditions stated herein.

On Behalf of :

On Behalf of:

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Signature)

(Signature)

(Type/Print Name)

(Type/Print Name)

(Title)

(Title)

(Date)

(Date)

Customer Account: _____

Service Accounts: _____
