

STBA Service Agreement No.

SERVICE AGREEMENT FOR  
SUPPLIER TRANSPORTATION, BALANCING AND AGGREGATION  
UNDER SERVICE CLASSIFICATION NO. 19

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation having offices at \_\_\_\_\_ (“Supplier”) and National Fuel Gas Distribution Corporation, a New York corporation, with offices at 6363 Main Street, Williamsville, New York, 14221 (“Company”).

DEFINITIONS APPLICABLE TO THIS AGREEMENT

Terms and conditions in this Agreement not defined below shall have their meaning utilized in the Company’s tariff for gas service, PSC No. 8 - GAS.

Control Date	Customer’s meter read date.
Supplier	Signatory to this Agreement who, in the sole judgment of Company, has been determined creditworthy for participation in the STBA program
STBA	Supplier Transportation, Balancing and Aggregation
STBA Customer	Transportation service customer who has selected Supplier under an effective Customer Consent Form
STBA Group	The Supplier’s group of STBA Customers
STBA Imbalance	Net imbalances developed by the STBA Group and the primary financial responsibility of the Supplier
Commission	Public Service Commission of the State of New York
SC 19	Service Classification No. 19 under Company’s tariff
Transportation Customer	Transportation service customer of Company pursuant to an effective Transportation Service Agreement.
UBPs	Uniform Business Practices as adopted by the Commission
Web Site	Site on internet world-wide web established and maintained by Company for transacting business hereunder

WHEREAS, Supplier desires to participate in Company’s STBA program under SC 19;

WHEREAS, Supplier wishes to do all things necessary to effectuate all services under Company’s STBA program as set forth under SC 19;

WHEREAS, Company is willing to provide such services to Supplier as are necessary and sufficient to effectuate the STBA program under SC 19 in accordance with all laws, rules, regulations, permits, orders and authorizations applicable to the STBA program, or any part thereof.

The parties agree as follows:

A. Designation as Supplier:

Company shall accept designation and appointment of Supplier, and identification of STBA Group, upon the terms and conditions contained in this Agreement and SC 19.

B. Identification of STBA Customers:

STBA Customers shall be identified by the Supplier on a list provided to the Company showing the name and account number of each Customer properly enrolled. All information shall be communicated to the Company via Electronic Data Interchange (EDI), the Company's Web Site or other protocol established by the Company. Notification and execution of Customer switches, including switches from the Company to a Supplier, shall be governed by the applicable provisions of the UBPs. All switches shall occur on the Customer's Control Date.

C. Term of Agreement:

The term of this Agreement shall commence on \_\_\_\_\_ and shall continue through \_\_\_\_\_ unless otherwise terminated by mutual agreement or default of any terms and conditions applicable to service hereunder.

D. Supplier further agrees as follows:

1. Supplier will deliver natural gas to the Company's City Gate on behalf of STBA Customers included in Supplier's STBA Group.
2. Supplier is bound by the terms and conditions of the transportation service classification applicable to the STBA Customers in Supplier's STBA Group and Service Classification No. 19 in accordance with any changes or modifications thereof as approved by the Commission.
3. Supplier warrants that all information provided to the Company for the purpose of qualifying for service under Service Classification No. 19 is true, timely and accurate and Supplier acknowledges that such information has been provided to the Company for the purpose of inducing the Company to provide service pursuant to Service Classification No. 19.
4. As a condition of service under Service Classification No. 19, Supplier shall satisfy the credit criteria set forth in the General Information section of Company's tariff. Supplier acknowledges that its creditworthiness may be periodically reviewed during service hereunder, and any security requirement modified as determined by the Company to accommodate changes in the Supplier's financial standing, fitness to serve or ADDQ for Supplier's STBA Group.
5. Supplier acknowledges that its obligations to deliver natural gas on behalf of its STBA Customers will not be abated under any circumstances, including a breach of the obligations by any STBA Customer to the Supplier, except for events of Force Majeure as specified in Service Classification No. 19 or actions by the Company that prevent performance by Supplier.
6. Supplier shall comply with all applicable provisions of the UBPs for transacting business hereunder.

E. Company's Duties and Obligations:

1. Company shall accept Supplier's STBA Group, as determined according to STBA enrollment procedures, and shall provide all services required to effectuate service under SC 19.

2. Company shall bill Supplier on a monthly basis for services rendered or to be rendered.
3. Company shall comply with all applicable provisions of the UBPs for transacting business hereunder.
4. All other terms and conditions under SC 19 and Company's tariff apply as if fully stated herein.

F. Rates and Charges:

Rates and charges for STBA service shall be billed to Supplier pursuant to SC 19.

G. Incorporation by Reference:

A copy of the currently-effective form of SC 19 is attached hereto and is incorporated herein. If there is any inconsistency between this Agreement and SC 19, either as presently effective or as amended, then the provisions of SC 19 shall apply.

H. Notices:

All notices, invoices and other correspondence sent pursuant to this Agreement shall be addressed to the following parties:

To Company: National Fuel Gas Distribution Corporation  
Transportation Services Department  
6363 Main Street  
Williamsville, NY 14221

To Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I. Limitation on Company's Liability:

Company shall not be liable for any error in judgment or any mistake of law or fact or any act done in good faith in the exercise of the powers and authority herein conferred or for any loss, damage, delay or failure to perform in whole or in part resulting from causes beyond Company's control, including, but not limited to, fires, strikes, insurrections, riots, embargoes, shortages in supplies, delays in transportation, or requirements of any governmental authority. Furthermore, in no event shall Company be liable for consequential, punitive, incidental, indirect or special damages in the provision of services hereunder.

J. Supplier Indemnity Obligations:

Supplier shall indemnify, save harmless and, at Company's option, defend Company from and against any and all losses, claims, demands, damages, costs (including, without limitations, reasonable attorneys' fees), expenses, liabilities, proceedings, suits, actions, restrictions, injunctions, fines, judgments, penalties and assessments which Company may suffer for, on account of, by reason of or in connection with any adverse claim of any person or persons to the gas purchased by Company under SC 19, regarding cashout purchases of Burner Tip Net Surplus Imbalances, and in connection with any bodily injury, including death to any person or persons (including, without limitation, Supplier's employees) or any damage to or destruction of any property, including, without limitation, loss of use thereof, arising out of, in any manner connected with or resulting from the goods, work or services furnished by Supplier with respect to this Agreement. The provisions of this Paragraph J shall survive the termination or expiration of this Agreement.

K. Entire Contract:

This agreement and express incorporation sets forth the entire contract between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject hereof.

L. Modification of Agreement:

Any amendment to this Agreement may be made in the sole discretion of Company so long as such changes are not inconsistent with the applicable tariff(s) and any modification of this Agreement must be in writing and signed by both parties.

M. Interpretation of Agreement:

The interpretation, construction, and performance of this Agreement shall be in accordance with the laws of the State of New York, without recourse to the law regarding the conflicts of law, and the parties to this Agreement hereby submit and consent to the jurisdiction of the courts of the State of New York (including, without limitation, the federal courts located within the State of New York) in any action brought to enforce (other otherwise relating to) this Agreement.

N. Drafting Presumptions:

No presumption shall operate in favor of Supplier or against Company as a result of drafting this Agreement.

O. Waiver:

No waiver by any party of any one or more defaults by the other in performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character.

P. Assignment:

Supplier shall not assign this Agreement, or any of its rights, duties or obligations hereunder without the prior written consent of the Company.

Q. Severability:

If any provision of this Agreement is determined to be invalid or unenforceable or contrary to Commission rules or law, the provision shall be deemed to be void as of the date of this Agreement and shall not be part of this Agreement and shall otherwise be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement does not comply with any law, ordinance or regulation of any governmental or quasi-governmental authority, now existing or hereinafter enacted, such provision shall to the extent possible be interpreted in such a manner so as to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed amended to satisfy the requirements thereof.

R. Service under this Agreement is in accordance with SC 19, as amended from time to time. If there is any inconsistency between this Agreement and SC 19, either as presently in effect or as amended, then the provisions of SC 19 shall apply.

S. Unless specified otherwise, business transactions under this Agreement shall be governed by the UBPs.

T. Unauthorized Customer switches, called "slamming," are strictly prohibited. Suppliers shall be subject to penalties under the UBPs for any confirmed slamming activities.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be signed by their duly authorized officers as of the day and year first above written.

\_\_\_\_\_  
Company Representative  
Title: \_\_\_\_\_

\_\_\_\_\_  
Supplier Representative  
Title: \_\_\_\_\_