

**PUGET SOUND ENERGY
Natural Gas Tariff**

**SCHEDULE NO. 75
Equipment Lease Service**

(N)

1. AVAILABILITY:

- 1. Service under this Schedule is not available until the Washington Utilities and Transportation Commission ("UTC") has approved rates that will be listed in Section 2 below.
- 2. Generally available throughout any territory served by the Company, however, at the option of the Company lease services may not be available in certain areas, for residential use in single- or multiple- dwelling units or for commercial or industrial use where the Customer qualifies for and has entered into an Equipment Lease Agreement with the Company in the form of Attachment A to this Schedule for each piece of Equipment that is initially owned and maintained by the Company; and
- 3. Lease services will be available where the Company believes that equipment can be delivered safely, is technically feasible, where the Company has a service provider capable of installing the equipment, the Customer has provided a safe, suitable and accessible location for installation, the requested equipment is available and is subject to the Company being able to obtain acceptable commercial terms, including price and warranty, for the equipment.
- 4. Lease services will only be available to Customers with a credit rating acceptable to the Company prior to the Company providing service, which must include review of the Company's internal credit worthiness criteria.
- 5. Leases are in addition to the charges for electric and/or natural gas service and are restricted to equipment listed below.

- 2. **MONTHLY RATES:** The Monthly Lease Charge rates below apply to Equipment Lease Agreements executed by the Company following the effective date of the rates. The rates below will be updated periodically based on cost inputs and equipment availability. The applicable Monthly Lease Charge rate will be based on the date the Equipment Lease Agreement is executed by the Company, provided that the equipment to be leased is installed within 30 days. The monthly rates will remain the same for the Lease Term of the lease.

(N)

(Continued on Sheet No. 175-A)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

By: 

Ken Johnson

Title: Director, State Regulatory Affairs

**PUGET SOUND ENERGY
Natural Gas Tariff**

**SCHEDULE NO. 75
Equipment Lease Service (Continued)**

(N)

2. MONTHLY RATES (CONTINUED):**1. Water Heaters:**

					Monthly Lease Charge
a. Residential:					
Standard Vent	Natural Gas	Tank	≤55	≥.62 ¹	\$19.13
Efficient Wi-Fi Standard Vent	Natural Gas	Tank	≤55	≥.67 ¹	\$22.63
Efficient Direct Vent	Natural Gas	Tank	≤55	≥.67 ¹	\$29.24
Wi-Fi Enabled	Electric	Tank	≤55	≥.95 ¹	\$21.06
Efficient Wi-Fi Enabled	Electric	Heat Pump	≤55	>2.45 ¹	\$28.75
b. Commercial:					
Efficient Wi-Fi Standard Vent	Natural Gas	Tank	≤55	≥.67 ¹	\$36.78
Efficient Large Volume Standard Vent ≤ 199k Btu	Natural Gas	Tank	75 - 100	≥.95 ²	\$76.00
Standard	Electric	Tank	≤55	≥.95 ¹	\$42.73
Large Volume	Electric	Tank	≤80	≥.95 ¹	\$46.93

^{1.} Energy Factor

^{2.} Thermal Efficiency

(N)

(Continued on Sheet No. 75-B)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

By:


Issued By Puget Sound Energy

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**SCHEDULE NO. 75
 Equipment Lease Service (Continued)**

(N)

2. MONTHLY RATES (CONTINUED):

2. Heating & Air Conditioning:

**Monthly
 Lease**

a. Residential:

	Fuel	Type	Size	Efficiency	Charge
Two Stage	Natural Gas	Furnace	40-60k Btu	≥80% ¹	\$58.19
Efficient Two Stage	Natural Gas	Furnace	40-60k Btu	≥95% ¹	\$67.68
Efficient Air Source	Electric	Heat Pump	2-3 Ton	≥9.0 ² / 16 ³	\$116.00

- 1. Annual Fuel Utilization Efficiency
- 2. Heating Season Performance Factor
- 3. Seasonal Energy Efficiency Ratio

This space intentionally left blank for future use.

- 3. Other Charges, Taxes: Rates in this Schedule are subject to adjustment by such other schedules of the Company's Electric Tariff as may apply and by applicable taxes. On the effective date of this Schedule adjustments under Schedule 81 and Schedule 140 are applicable and State Sales Tax is applicable. The Customer shall be responsible for any taxes applicable to the service or charges under this Schedule.

(N)

(Continued on Sheet No. 75-C)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

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**SCHEDULE NO. 75
Equipment Lease Service (Continued)**

(N)

4. DEFINITIONS:

- 1. Company – has the meaning set forth in Rule 2. Under this Schedule the Company may act through its service provider to provide services under this Schedule.
- 2. Equipment – means the water heater, HVAC equipment or other equipment identified in the Equipment Lease Agreement, which is installed by and initially owned by the Company and shall at all times during the Lease Term be the property of the Company.
- 3. Equipment Lease Agreement – means the agreement attached as Attachment A to this Schedule together with the Lease Terms and Conditions.
- 4. Lease Term – means the term of the lease under each Equipment Lease Agreement. The Lease Term is specified in the Lease Terms and Conditions.
- 5. Lease Terms and Conditions – means the provisions in Section 5 of this Schedule that apply to all leases and are attached to each Equipment Lease Agreement.

- 5. **LEASE TERMS AND CONDITIONS:** The following terms and conditions apply to and are attached to each Equipment Lease Agreement. In case of any conflict between the provisions of other Sections of this Schedule, the provisions of this Section 5 shall control. These Lease Terms and Conditions are intended as a separate document that is part of each Equipment Lease Agreement, as such; the references to section numbers are to sections within these Lease Terms and Conditions, not sections within this Schedule, and words such as, but not limited to, "herein", "this Lease" and "this Agreement" should be interpreted as referring to the Equipment Lease Agreement rather than this Schedule. These Lease Terms and Conditions apply to Leases of both electric and natural gas equipment but do not change the Availability of Equipment under this Schedule.

(N)

(Continued on Sheet No. 175-E)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

By: 

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Title: Director, State Regulatory Affairs

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SCHEDULE NO. 75

(N)

Equipment Lease Service (Continued)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

4. Customer's Representations and Warranties (RESIDENTIAL ONLY) (Continued).

- c. Customer agrees it will use the Equipment only for its ordinary intended purposes, in accordance with all applicable laws and regulations. Customer agrees not to tamper with, repair or move or relocate the Equipment. Customer will comply with the Maintenance Schedule and allow PSE and its subcontractor(s) access to the Equipment to perform maintenance, repair, replacement or removal.
- d. FOR HOT WATER HEATERS: Customer will use ordinary tap water and a non-corrosive air supply under standard atmospheric conditions. Customer will maintain effective operation of any plumbing and systems supplying water, fuel and/or electricity to the Equipment. Customer will ensure that the Equipment is located in an area with sufficient drainage in the vicinity, and that the drainage is open and unrestricted. Customers with Natural Gas hot water heaters will, keep the area around the water heater clear and unobstructed and must not store any combustible materials near the water heater as recommended by the Equipment manufacturers' specifications and operation instructions as provided to the Customer on installation. Customers with Natural Gas hot water heaters will maintain an operable Carbon Monoxide detector as required by law, presently RCW 19.27.530. Customer may readjust the temperature setting of the Equipment to the extent permitted by law, presently RCW 19.27A.060.

(N)

(Continued on Sheet No. 175-I)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

By: 

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Title: Director, State Regulatory Affairs

**PUGET SOUND ENERGY
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SCHEDULE NO. 75

(N)

Equipment Lease Service (Continued)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

4. Customer's Representations and Warranties (RESIDENTIAL ONLY) (Continued).

- e. FOR NATURAL GAS FURNACES: Customer will maintain effective operation of any plumbing and systems supplying fuel and/or electricity to the Equipment and ducts supplying heat within the structure. Customer should clean or replace the air filter in accordance with the manufacturer's specifications and operation instructions as provided to the Customer on installation. PSE will provide up to four (4) air filters each year and will send customer reminders to encourage filter replacement up to four (4) times each calendar year. Customer will maintain adequate ventilation, keep the area around the furnace clear and unobstructed and must not store any combustible materials near the furnace as recommended by the Equipment manufacturers' specifications and operation instructions as provided to the Customer on installation. Customer must maintain an operable Carbon Monoxide detector as required by law, presently RCW 19.27.530.
- f. FOR AIR-SOURCE HEAT PUMPS: Customer will maintain effective operation of any plumbing and systems supplying fuel and/or electricity to the Equipment and ducts supplying heat within the structure. Customer should clean or replace air filter in accordance with the manufacturers' specification and operation instructions as provided to the Customer on installation. PSE will provide up to four (4) air filters each year and will send Customer reminders to encourage filter replacement no less than four (4) times each calendar year. Customer will keep the outdoor unit clear of debris, in accordance with the manufacturers' specification and operation instructions, which may include clearing away leaves, grass, weeds, plants, and other debris that can block airflow. Customer will not enclose or otherwise restrict the supply of outdoor air to the outdoor unit.

(N)

(Continued on Sheet No. 175-J)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

By: 

Ken Johnson

Title: Director, State Regulatory Affairs

**PUGET SOUND ENERGY
Natural Gas Tariff**

**SCHEDULE NO. 75
Equipment Lease Service (Continued)**

(N)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

5. Customer's Representations and Warranties (COMMERCIAL ONLY) (Continued).

- c. Customer agrees it will use the Equipment only for its ordinary intended purposes, in accordance with all applicable laws and regulations. Customer agrees not to tamper with, repair or move or relocate the Equipment. Customer will comply with the Maintenance Schedule and allow PSE and its subcontractor(s) access to the Equipment to perform maintenance, repair, replacement or removal.
- d. Customer shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry general liability and property damage insurance covering the Equipment and its use in amounts customary for such Equipment, and name PSE as an additional insured under Customer's general liability insurance policy.
- e. FOR HOT WATER HEATERS: Customer will use ordinary tap water and a non-corrosive air supply under standard atmospheric conditions. Customer will maintain effective operation of any plumbing and systems supplying water, fuel and/or electricity to the Equipment. Customer will ensure that the Equipment is located in an area with sufficient drainage in the vicinity, and that the drainage is open and unrestricted. Customers with Natural Gas hot water heaters will keep the area around the water heater clear and unobstructed and must not store any combustible materials near the water heater in accordance with the Equipment manufacturers' specifications and operation instructions as provided to the Customer on installation. Customers with Natural Gas hot water heaters will maintain an operable Carbon Monoxide detector as required by law, presently RCW 19.27.530. Customer may readjust the temperature setting of the Equipment to the extent permitted by law, presently RCW 19.27A.060.

(N)

(Continued on Sheet No. 175-L)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

By: 

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Title: Director, State Regulatory Affairs

**PUGET SOUND ENERGY
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**SCHEDULE NO. 75
Equipment Lease Service (Continued)**

(N)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

- 6. **Installation.** Installation of the Equipment will be done by a contractor certified by PSE. Contractor will bill the cost to install the Equipment directly to PSE. Customer will be responsible for payment of installation costs for any non-standard conditions, as discovered by PSE or its contractor upon inspection of the Premises. PSE will bill Customer for any excess installation charges. Non-standard conditions which may result in excess installation charges include, but are not limited to: installations which require additional equipment or modifications as required by code, additional man-power or special equipment, such as cranes or lifts, or installations which require structural changes or non-standard prep work, such as adding or removing walls or drywall, or adding, moving or extending electrical wiring, changing the electrical panel, venting, plumbing or Natural Gas lines. Customer will be informed of any non-standard installation costs prior to the Equipment being installed, and may elect at that time to cancel the installation without cost and this Agreement shall not become effective. PSE shall not own any items added, installed, modified, changed, moved or extended to facilitate the connection of the Equipment.

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(N)

(Continued on Sheet No. 175-M)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

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**PUGET SOUND ENERGY
 Natural Gas Tariff**

**SCHEDULE NO. 75
 Equipment Lease Service (Continued)**

(N)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

7. Maintenance and Repairs.

- a. PSE will inspect, repair and perform any required maintenance on the Equipment to keep the Equipment in an efficient operating condition. PSE will perform maintenance on the Equipment in accordance with the manufacturers' specifications and operation instructions, a copy of which will be supplied to Customer at time of installation. The maintenance schedule for the Equipment will be set forth on the front of the Equipment Lease Agreement (the "Maintenance Schedule"). If not described on the Agreement, then the Maintenance Schedule will be as follows:

Installation Location	Equipment	Maintenance Schedule
Residential	Natural Gas Furnace	Every 2 years
	Electric Air-source Heat Pump	Every 2 years
	Natural Gas Tank-Style Water Heater	Years 6 and 12
	Electric Tank-Style Water Heater	Years 6 and 12

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(N)

(Continued on Sheet No. 175-N)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

By: 

Issued By Puget Sound Energy

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**SCHEDULE NO. 75
 Equipment Lease Service (Continued)**

(N)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

7. Maintenance and Repairs (Continued).

Installation Location	Equipment	Maintenance Schedule
Commercial	Natural Gas Tank-Style Water Heater	Every 3 years
	Electric Tank-Style Water Heater	Every 4 years

This space intentionally left blank for future use.

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(N)

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Advice No.: 2015-24

Effective: November 17, 2015

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Issued By Puget Sound Energy

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**PUGET SOUND ENERGY
Natural Gas Tariff**

SCHEDULE NO. 75

(N)

Equipment Lease Service (Continued)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

7. Maintenance and Repairs (Continued).

- b. Customer should inspect the Equipment no less than twice each calendar year, or as recommended by the manufacturers' specifications and operation instructions, and for furnaces and heat pumps, clean or replace air filter no less than four (4) times each calendar year.
- c. If Customer determines repairs to the Equipment are needed, Customer agrees to contact PSE within ten (10) days of discovery to schedule repairs, and PSE will schedule a repair as soon as is commercially reasonable after PSE is notified by Customer. PSE will assume the costs of any repairs needed or as a result of findings from scheduled maintenance calls. PSE will not be responsible for repairs or maintenance necessitated by the Customer's operation of the equipment in violation of this Agreement, for any damage to the Equipment caused by maintenance or repairs conducted by Customer or a party other than PSE or a PSE authorized contractor, or as a result of causes or conditions that are external to the Equipment and not under PSE's control, including, without limitation, damage caused by third-parties, fires, explosions, earthquakes, drought, tidal waves or floods, and PSE may bill Customer for any excess maintenance and repair charges that result.

(N)

(Continued on Sheet No. 175-P)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

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**PUGET SOUND ENERGY
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SCHEDULE NO. 75

(N)

Equipment Lease Service (Continued)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

7. Maintenance and Repairs (Continued).

- d. Customer acknowledges that PSE is not responsible for maintaining Customer's fixtures or appurtenances that are attached to the Equipment, including, without limitation, piping to the Equipment, venting, valves, electrical wiring, earthquake strapping and similar items ("Customer Items"). If these Customer Items need repair or replacement, and Customer requests that PSE or its contractors conduct such repairs or replace such Customer Items, PSE will bill Customer for such repair or replacement. PSE shall not own any Customer Items added, installed, modified, changed, moved or extended to facilitate the installation, maintenance and repair of the Equipment.
- e. Customer agrees to provide PSE or its contractors with access to the Equipment in order for PSE to provide standard maintenance or, if necessary, to repair, replace or remove the Equipment.
- f. If Equipment is inoperable, and PSE is unable to provide the required repair service on or replacement of such Equipment within the first forty-eight (48) hours after Customer's notification to PSE, the Customer will receive a credit equal to 1/30th of the monthly lease payment for each twenty-four (24) hour period or portion thereof after the initial 48 hour period that the Equipment remains inoperable. This will be Customer's sole remedy for a delay in repair or service.

(N)

(Continued on Sheet No. 175-Q)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

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Title: Director, State Regulatory Affairs

**PUGET SOUND ENERGY
Natural Gas Tariff**

**SCHEDULE NO. 75
Equipment Lease Service (Continued)**

(N)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

8. Equipment Replacement.

- a. **Equipment failure during the Lease Term.** If the Equipment fails to operate in accordance with the manufacturers' specifications and operation instructions during the Lease Term, and the failure is not due to Customer's operation of the equipment in violation of this Agreement, or as a result of causes or conditions that are external to the Equipment and not under PSE's control, including, without limitation, damage caused by third-parties, fires, explosions, earthquakes, drought, tidal waves or floods, then at Customer's request and option (i) PSE will replace the Equipment with identical or similar equipment or (ii) the Customer may terminate this Agreement upon delivery of written notice to PSE without further liability, other than for payment of any lease payments due and owing through the date of termination. If the Customer chooses replacement Equipment, such replacement will be made as soon as is commercially reasonable after PSE is notified by Customer. Upon installation of the replacement Equipment, this Agreement will continue without modification.

(Continued on Sheet No. 175-R)

(N)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

By: 

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Title: Director, State Regulatory Affairs

**PUGET SOUND ENERGY
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SCHEDULE NO. 75

(N)

Equipment Lease Service (Continued)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

- 9. **Option to Purchase.** Provided this Agreement is in full force and effect and Customer is not in default hereunder, Customer shall have the option to purchase the Equipment at any time during the Lease Term in accordance with the following terms and conditions (the "Option"):
 - a. Customer may exercise its Option by giving written notice (the "Option Notice") to PSE at any time during the Lease Term.
 - b. The purchase price for the Equipment under the Option (the "Purchase Price") will change as each year of the lease is completed and will be calculated to ensure that through the Sale Date the Company has recovered its expenses and its weighted average cost of capital approved by the UTC effective upon the start date of the lease. PSE will provide the exact Purchase Price to Customer as soon as practicable after receipt of Customer's delivery of an Option Notice, and Customer will have the opportunity to either (i) accept the Purchase Price or (ii) withdraw its Option Notice and continue with the Agreement. Customer must provide notice of acceptance within 10 days of receipt of the Purchase Price from PSE or the Option Notice will be deemed withdrawn and the Agreement will continue in full force and effect.
 - c. The sale of the Equipment under the Option will occur within thirty (30) calendar days after Customer's delivery of the Option Notice and acceptance of the Purchase Price, on a date set by PSE (the "Sale Date"). Customer shall be responsible for payment of all taxes associated with the transfer of the Equipment, including any Washington state sales tax due.
 - d. On the Sale Date, (i) Customer will deliver to PSE the Purchase Price, plus applicable taxes, and (ii) PSE will deliver to Customer an executed bill of sale for the Equipment. Upon transfer of ownership of the Equipment on the Sale Date, this Agreement will terminate.

(N)

(Continued on Sheet No. 175-S)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

By: 

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Title: Director, State Regulatory Affairs

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SCHEDULE NO. 75

(N)

Equipment Lease Service (Continued)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

11. Default and Remedies.

- a. Customer will be in default under this Agreement if: (1) Customer breaches or violates any of the terms of this Agreement; (2) Customer fails to pay the monthly lease payment for the Equipment within thirty (30) days after such charges become due and payable (3) Customer becomes insolvent or makes any assignment for the benefit of creditors; (4) the Premises is subject to foreclosure, condemnation or similar proceeding; or (5) the Equipment is being used in violation of the requirements set forth in Section 4 or 5 above (each such event, a "Customer Default").
- b. Upon a Customer Default, PSE will be entitled, at its option, and in addition to and without prejudice to any other remedies:
 - i. To terminate this Agreement upon thirty (30) days written notice to Customer;
 - ii. To accelerate the lease payments due under this Lease through the end of the Lease Term;
 - iii. To demand reimbursement for any damages incurred by PSE that resulted from Customer's failure to fulfill all of the provisions of this Agreement, including without limitation all reasonable costs of collection (attorney fees, court costs, etc.);
 - iv. To demand Customer return the Equipment to PSE, and permit PSE or its agents to enter the Premises where the Equipment is located for the purpose of removing the same;
 - v. To demand full compensation for replacement, removal and/or repair of any Equipment which is damaged and in need of repair, normal wear and tear excepted.

(N)

(Continued on Sheet No. 175-U)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

By: 

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Title: Director, State Regulatory Affairs

**PUGET SOUND ENERGY
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**SCHEDULE NO. 75
Equipment Lease Service (Continued)**

(N)

5. LEASE TERMS AND CONDITIONS (CONTINUED):

Lease Terms and Conditions

11. Default and Remedies (Continued).

- c. All remedies of PSE hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not preclude the exercise of any other remedy.

12. Termination.

- a. This Agreement will automatically terminate at the end of the Lease Term. Upon expiration of the Lease Term, at the Customer's request and option (i) PSE will replace the Equipment with identical or similar Equipment, and the Customer will enter into a new lease Agreement for the replacement Equipment at the then current monthly lease payment and Lease Term, or (ii) the Customer can return the Equipment to PSE by permitting PSE or its agents to enter the Premises where the Equipment is located for the purpose of removal. If the Customer chooses replacement Equipment, such replacement shall be made as soon as is commercially reasonable after PSE is notified by Customer. Prior to installation of the replacement Equipment, PSE and the Customer will execute a new Equipment Lease Agreement containing the new lease terms.
- b. PSE may terminate this Agreement at any time upon thirty (30) days written notice to Customer.
- c. This Agreement will terminate upon the Sale Date (defined in Section 9 above).

- 13. **Risk of Loss; Indemnification.** Customer assumes all risk of loss, theft, damage or destruction of the Equipment while the Equipment is on the Premises. Customer hereby indemnifies and holds PSE harmless from and against any and all losses, damages, injuries or liabilities arising from the Customer's lease, use or operation of the Equipment.

(N)

(Continued on Sheet No. 175-V)

Issued: September 18, 2015
Advice No.: 2015-24

Effective: November 17, 2015

Issued By Puget Sound Energy

By: 

Ken Johnson

Title: Director, State Regulatory Affairs

Issued: September 18, 2015

Effective: November 17, 2015

WN U-2

Attachment "A" to Natural Gas Schedule 75, Page 1

**PUGET SOUND ENERGY
 Natural Gas Tariff**

**SCHEDULE 75
 EQUIPMENT LEASE SERVICE**

Attachment "A" – Equipment Lease Agreement

**PUGET SOUND ENERGY
 Equipment Lease Agreement**

This Equipment Lease Agreement ("Agreement") is entered into as of the Effective Date between the undersigned Customer and Puget Sound Energy ("PSE").

Pursuant to the Lease Terms and Conditions attached hereto and incorporated herein by reference, PSE agrees to lease to the undersigned Customer the Equipment listed below for use at the Premises.

Name of Customer:		
Contract Account Number:		
Premises (Address where Equipment will be located):	Street:	
	City:	
	Zip:	
COMMERCIAL LEASE ONLY: Name and contact details of Owner of Premises (if different than Customer above):	Name:	
	Street:	
	City:	
	Zip:	
	Phone:	
	Email:	
Equipment Type:		
PSE Lease Number:		
Tariff Schedule Number:		
Lease Term:		
Monthly Lease Payment:		

SUB 02/17/16

Issued: September 18, 2015
Effective: November 17, 2015

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WN U-2 Attachment "A" to Natural Gas Schedule 75, Page 2

**PUGET SOUND ENERGY
Natural Gas Tariff**

Total Lease Payment over Lease Term:		
Maintenance Schedule:		
Additional Terms:		
Customer acknowledges receipt of a copy of the Lease Terms And Conditions, and acknowledges that by Customer's signature below, Customer is entering into a lease agreement with PSE for the Equipment described above on the terms set forth above and in the Lease Terms and Conditions.		
CUSTOMER'S NAME (PLEASE PRINT)	CUSTOMER'S SIGNATURE	DATE
PUGET SOUND ENERGY		
APPROVED AND ACCEPTED BY: _____		DATE: _____
AUTHORIZED AGENT		