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| SCHEDULE 449 |
| **RETAIL WHEELING SERVICE** (Continued) |

9.2 General Rules and Provisions. Service under this Schedule and Schedule 449 Service Agreements are subject to the General Rules and Provisions in the Company’s Electric Tariff G Schedule 80, as they may be modified from time to time and other schedules of Tariff G that may from time to time apply as they may be modified from time to time. Except as provided in Section 14 of the Schedule, Customers shall have all rights of redress before the Commission that are normally accorded the Company’s retail Customers regarding these general tariff provisions.

9.3 Facility Shut-Down. Upon written notice from the Customer to the Company that the facilities at a Location have been permanently shut down and have ceased all operation, Customer shall have the right to terminate service under the Schedule 449 Service Agreement as to such Location, effective at the end of the first full calendar month following the Company’s receipt of written notice of such shut-down, subject to payment of any remaining costs for Dedicated Facilities identified in the Schedule 449 Service Agreement and subject to payment of any amounts owed under the OATT.

9.4 Successors and Assigns. Each Schedule 449 Service Agreement shall be binding upon and shall inure to the benefit of the Company and Customer and their respective successors, assigns, purchasers, and transferees.

9.5 Confidentiality. The Company and Customer shall each use reasonable efforts to not disclose to third parties (other than the Power Supplier) any information or documents furnished by the Company or Customer to the other that are confidential or proprietary to the furnishing party, if and to the extent that such information and documents are conspicuously marked as confidential or proprietary when furnished. The foregoing provisions of this section shall not apply to (A) any information or documents which are in the public domain, known to the receiving party prior to receipt from the other party, or acquired from a third party without a requirement of protection; (B) any use or disclosure required by any law, rule, regulation, order or other requirement of any governmental authority having jurisdiction; (C) any disclosure to the Commission with a request for confidential treatment pursuant to WAC 480-07-160; (D) any disclosure to FERC with a request for confidential treatment; or (E) any use that is necessary to carry out each party’s respective obligations under this Schedule but that is inconsistent with the obligations set forth above in this section. All other information and documents furnished under this Schedule shall be furnished on a non-confidential basis.

1. **RATES AND CHARGES:**

10.1 Description of Charges. The rate paid by Customer to the Company for each Month during the Term shall equal the sum of the following components for such month.