

**PUGET SOUND ENERGY, INC.**

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**SCHEDULE 449  
SERVICE AGREEMENT**

This Service Agreement, dated as of the \_\_\_\_ day of \_\_\_\_\_, 200\_, is made by and between \_\_\_\_\_ (“Customer”) and Puget Sound Energy, Inc. a Washington corporation (“Company”), for service under the Company’s Electric Tariff G Schedule 449. Defined terms in Schedule 449 shall have the same meanings where used in this Service Agreement.

**RECITALS**

- A. The Company is a public service company engaged in the sale and delivery of electric energy and, pursuant to its Electric Tariff G, offers service under Schedule 449.
- B. Customer desires to obtain service under Schedule 449.

**AGREEMENT**

- 1 **Request.** Customer requests service under Schedule 449.
- 2 **Service.** The Company agrees to provide, and Customer agrees to purchase, service under the rates, terms and conditions of (i) Schedule 449 as it may be revised from time to time (“Schedule” or “Schedule 449”) and (ii) this Service Agreement as it may be revised from time to time (“Service Agreement”).
- 3 **Location.** The Location for service under this Service Agreement is as follows (additional Locations may be added to this Service Agreement as provided in Section 1 of Schedule 449): \_\_\_\_\_.
- 4 **Term.** The Term of this Service Agreement shall (i) commence at 0000 hours on \_\_\_\_\_; and (ii) terminate at 2400 hours on \_\_\_\_\_, unless sooner terminated pursuant to Sections 3.5 and 9.3 of Schedule 449.
- 5 **Assumption of Power Supplier and Price Risk.** Customer understands, acknowledges and agrees that it is assuming Power Supplier and price risks by choosing to take service under Schedule 449. Customer understands that depending on a number of uncertain factors, including but not limited to the market for power

(including supply and price), Customer may (i) experience a shortage of electricity or (ii) pay more for electricity than it would have otherwise. Customer has had an opportunity, which it has exercised, to consult with its own energy experts and with counsel experienced in energy issues in its evaluation of the risks associated with taking service under Schedule 449.

- 6 **Non-core Status.** Customer acknowledges that, by taking service under this Service Agreement and Schedule 449, it is and will be a Non-core Customer of the Company as provided in Section 14.1 of Schedule 449, and is and will be bound by the acknowledgment of non-core status contained therein. Customer further acknowledges that it is and will be bound by the provisions of Sections 14.1 through 14.7 of Schedule 449 concerning the implications of non-core status.
- 7 **Other Schedules.** Schedule 449 is incorporated herein by this reference. This Service Agreement is subject to the General Rules and Provisions as set forth in Schedule 80 (and is subject to other schedules of Electric Tariff G that may apply) as such schedules may be revised from time to time. Any conflict between this Service Agreement and the Company's Electric Tariff G schedules shall be resolved in favor of this Service Agreement.
- 8 **Purchased Power Supply.** Customer shall arrange to purchase Supplied Power from one or more Power Suppliers as provided in Section 2 of Schedule 449.
- 9 **Transmission Service.** Customer, or its Power Supplier (subject to applicable creditworthiness requirements as provided in the OATT), shall take transmission service and required ancillary services pursuant to Section 4 of Schedule 449 and the Company's OATT. Customer and its Power Supplier shall be Eligible Customers under the OATT for the purpose of service under Schedule 449.
- 10 **Scheduling.** Customer shall provide the Company with written estimates of anticipated amounts of hourly Loads in accordance with Section 6.1 of Schedule 449. Customer shall follow the power scheduling and interchange procedures that are specified in Section 6.2 of Schedule 449. If Customer elects to have scheduling provided by the Company, in accordance with Section 6.3 of Schedule 449, then Customer shall make such election in Exhibit A to this Service Agreement.
- 11 **Dedicated Facilities and Costs.** 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 this 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 the Dedicated Facilities that are listed in Exhibit A to this Service Agreement, and further subject to payment of any amounts owed under the OATT.

- 12 **No Authorization of Self-Generation Interconnection.** Nothing in this Service Agreement or in Schedule 449 authorizes Customer to interconnect any generating facilities with, or operate any generating facilities in parallel with, the Company's system. Any such interconnection or parallel operation shall only be pursuant to Section 3.1 of Schedule 449 and a separate, prior written agreement between Customer and the Company, which shall not be unreasonably refused by the Company.
- 13 **Delivery of Self-Generation.** Any self-generation by Customer shall be at the Location of the Load it is serving unless otherwise specified in Exhibit A to this Service Agreement or as provided in Section 3.3 of Schedule 449.
- 14 **Distribution Service.** Distribution service (including service voltage) shall be as provided in Section 5 of Schedule 449 at the voltage specified in Exhibit A to this Service Agreement.
- 15 **Special Facilities.** Any new or existing facilities owned by the Company and dedicated to use by Customer shall be as specified in Exhibit A to this Service Agreement and covered by a separate special-facility lease between Customer and the Company.
- 16 **Dispute Resolution.** Prior to commencing any complaint or court proceedings regarding any dispute between Customer and the Company arising under this Service Agreement, (i) Customer and the Company shall each make good faith efforts to resolve such dispute pursuant to alternative dispute resolution (ADR) procedures consistent with WAC 480-09-465 and (ii) pursuant to the foregoing, Customer and the Company shall make use of ADR procedures to the maximum extent practicable in resolving such dispute.
- 17 **Notices.** For purposes of all notices under this Service Agreement and Schedule 449, including notices regarding estimated Loads and scheduling under Sections 6.1, 6.2, and 6.3 of Schedule 449, the Company and Customer each designate the following respective person(s) (and contact information) for such notices to or by such party and acknowledge the authority of such person to act on its respective behalf for purposes of such notices:

For Company:

\_\_\_\_\_

Phone(s) \_\_\_\_\_

Fax \_\_\_\_\_

For Customer:

\_\_\_\_\_

Phone(s) \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ E-Mail \_\_\_\_\_

Notices shall be considered effective upon receipt. Customer or the Company may change its respective person designated above by giving written notice of such change to the person designated above for the other party.

18 **Successors and Assigns.** This 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.

19 **Headings.** The headings in this Service Agreement are for convenience only and do not modify the substantive terms herein.

**Customer:**

**Company:**

Puget Sound Energy, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXHIBIT A TO SCHEDULE 449 SERVICE AGREEMENT**

1. **Election of Company Scheduling.** Customer does \_\_\_ / does not \_\_\_ elect to have scheduling provided by the Company (*See* Service Agreement, Section 10).
2. **Dedicated Facilities.** The following facilities are dedicated to Customer (*See* Service Agreement, Section 11):

**[STATE FACILITIES]**

3. **Delivery Voltage:** Customer shall take delivery of electric power at \_\_\_ voltage.
4. **Location of Self-Generation.** Customer's self-generation is at the following location (*See* Service Agreement, Section 13):

**[STATE LOCATION]**

5. **Aggregation of Loads.** The following represent the terms and billing arrangements that implement the aggregation of loads, as provided in Section 2.2 of Schedule 449:

**[STATE TERMS AND BILLING ARRANGEMENTS]**

6. **Dynamic Scheduling.** The following represent the arrangements for dynamic scheduling, as provided in Section 7.1 of Schedule 449:

**[STATE ARRANGEMENTS]**