
PUGET SOUND ENERGY

**RATE SCHEDULE NO. 50
EMERGENCY COMPRESSED NATURAL GAS SERVICE AGREEMENT**

THIS EMERGENCY COMPRESSED NATURAL GAS SERVICE AGREEMENT ("Agreement") dated _____ is made between PUGET SOUND ENERGY, INC. (the "Company") and _____ (the "Customer").

1. **PURCHASE AND SALE:** The Customer shall buy compressed natural gas (CNG) from the Company for fueling of motor vehicles, and the Company shall provide CNG to the Customer for fueling of motor vehicles, pursuant to the terms of this Agreement and to Rate Schedule No. 50, or its successor.
2. **COMMENCEMENT DATE:** Service under this Agreement commences on _____.
3. **AGREEMENT TERM:** The initial term for service under this Agreement is _____, beginning on the commencement date. The Agreement continues in effect from month to month thereafter until written notice of termination is given by either party at least (i) 30 days prior to the expiration of the initial term or (ii) 15 days prior to the requested termination date during any subsequent term.
4. **VEHICLE LIST:** Customer shall provide to the Company a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG purchased under this Agreement. The Customer agrees to notify the Company if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG. The Company may agree to an alternate method of identification of Customer's vehicles. Notwithstanding the foregoing, Customer shall not fuel articulated motor vehicles at the Company site.
5. **USE OF THE CNG FUELING STATION:** The Company will provide access to Customer under this Agreement to the CNG fueling facility located at 3130 South 38th Street, Tacoma, WA 98409 (the "CNG Fueling Station"). The CNG Fueling Station is an operating utility property of the Company, and the Company may use the CNG Fueling Station for the purposes of its utility business as fully as if the Company and Customer had not entered into this Agreement. Customer shall not erect any building or structure of any kind at the CNG Fueling Station, or use the CNG Fueling Station for any purpose other than fueling of motor vehicles. Customer's use of the CNG Fueling Station shall comply with any and all federal, state and local jurisdictional laws, regulations and ordinances. Any activities of Customer, Customer's employees, agents, or contractors unrelated to refueling motor vehicles (e.g., vehicle cleaning or maintenance, lunch breaks) is strictly prohibited. **SMOKING IS PROHIBITED** on or about the CNG Fueling Station.
6. **SAFETY.** Customer shall at all times: (i) conduct permitted use with the highest degree of care so as not to disturb or impair the structural integrity of Company's electrical and gas system; (ii) conduct permitted use so as to maintain legal and safe clearances from Company's electrical and gas system; (iii) take all prudent precautions to ensure that no persons or property comes into contact with Company's electrical and gas system that is not necessary for fueling motor vehicles; (iv) comply with or exceed all applicable standards; (v) ensure that the Customer's employees, agents, or contractors are adequately and completely trained in the safe use of the CNG Fueling Station; and (vi) report all suspected safety issues to the Company.
7. **RATES AND CHARGES:** Bills for service under this Agreement are issued due and payable when rendered and become past due after 15 days from the date of the bill.
8. **REIMBURSEMENT FOR REASONABLE COSTS INCURRED IN INITIATING AND PROVIDING SERVICE.** Customer shall reimburse the Company for the reasonable costs incurred in initiating and providing service under this Agreement, including but not limited to costs of insurance, set-up, and training.
9. **INDEMNITY:** The CNG Fueling Station is subject to the hazards incident to the operation of an electrical and gas system, and in consideration for the use of the CNG Fueling Station, Customer hereby agrees that the Company

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shall not be liable for any damage or injury suffered by Customer or any third party at the CNG Fueling Station, except to the extent the injury or damage suffered is caused by the gross negligence or willful misconduct of the Company. Customer further agrees to defend, indemnify and hold the Company, its officers, directors, and employees harmless from any and all claims, losses, harm, damages, liabilities, costs and expenses (including but not limited to, reasonable attorney's fees) whether suffered by the Company or any other person or entity, and arising directly or indirectly out of or in connection with Customer's use of the CNG Fueling Station, or any breach of or default under this Agreement by Customer, or any act, omission, fault, negligence or strict liability of Customer or anyone who uses or is present at the CNG Fueling Station in connection with Customer's use of the CNG Fueling Station. Further, Customer hereby waives any rights of subrogation against the Company under Customer's insurance policies in connection with any such claim, loss, harm, damage, liability, cost or expense.

Customer shall not deposit or store any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now or hereafter in effect ("Hazardous Waste or Materials") at the CNG Fueling Station, other than those immediately necessary for the operation of the CNG Fueling Station; provided however, that Customer's deposit or storage of any Hazardous Waste or Materials pursuant to the foregoing sentence shall at all times comply with all applicable federal, state, or local statute, regulation, rule, or ordinance. Customer shall be responsible for the cost of clean up for any release of Hazardous Waste or Materials caused by Customer or its contractors or licensees hereunder. Without limiting the generality of the foregoing paragraph, Customer shall be fully responsible, and defend, indemnify, and hold the Company harmless from all claims, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorney's fees) resulting from the release of any Hazardous Waste Materials in, on or under the CNG Fueling Station, which release results from the use of the CNG Fueling Station by Customer, Customer's employees, agents, or contractors. The foregoing obligations shall continue even after the expiration or termination of this Agreement.

Without limiting the generality of the foregoing, Customer hereby waives its immunity under industrial insurance, Title 51 RCW, with respect to such indemnification.

Customer's Signature

Date

10. **INSURANCE.** Within ten (10) days of the commencement date, Customer shall submit to the Company evidence that Customer has obtained commercial general liability naming the Company as an additional insured (including broad form contractual liability coverage) satisfactory to the Company with limits no less than the following:
- a. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of Twenty-Five Million Dollars (\$25,000,000) per occurrence/ Twenty-Five Million Dollars (\$25,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
 - b. Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of Two Million Dollars (\$2,000,000) per occurrence/ Two Million Dollars (\$2,000,000) aggregate combined single limit for bodily injury, including death, and property damage.
 - c. Employers' Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate combined single limit.
 - d. Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Washington.

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Said evidence shall be submitted on the Company's Certificate of Insurance standard form (which form the Company shall provide upon request) or such other form as the Company may from time to time approve.

The coverages maintained by Customer for Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance above shall name Company, and the directors, officers, agents and employees of Company, individually and collectively, as additional insureds.

All policies of insurance shall be issued by companies that have been approved to do business in the State of Washington, unless prior written approval is obtained from the Company. All providers of insurance shall have an AM Best rating of A-and Financial Size Category VII or better.

- 11. **NOTICES:** Except as otherwise provided below, all notices, correspondence and other communications relating to this Agreement shall be sent by registered, certified or ordinary mail, and will be considered effective upon receipt. They shall be addressed as follows:

To Company:
Puget Sound Energy
P.O. Box 90868 BOT01G
Bellevue, WA. 98004
Attn: Business Account Services

To Customer:
Attn:

- 12. **DELAYS:** The Company shall not be liable for delays in providing service under this Agreement when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipelines or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 13. **APPLICABLE RULES AND TARIFFS:** The provisions in the Company's **Rate Schedule No. 50** and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable schedules, rules and regulations filed with or adopted by the Washington State Utilities and Transportation Commission from time to time. In the event of a conflict between the Agreement and an applicable rule, regulation, schedule or tariff, the provisions of the rule, regulation, schedule or tariff shall control.
- 14. **SUCCESSORS AND ASSIGNS:** This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 15. **MISCELLANEOUS PROVISIONS:** (a) This Agreement together with the then-current applicable rate schedules constitutes the entire agreement between the parties and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.
- 16. **SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION:** None

PUGET SOUND ENERGY, INC.

CUSTOMER

By: _____

By: _____

Issued: March 8, 2011
Effective: March 11, 2011
Attachment "A" to Schedule 50, Page 4

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PUGET SOUND ENERGY

Its _____

Its _____

Dated: _____

Dated: _____

Office Use Only			
PSE REPRESENTATIVE	ACCOUNT #	ID #	DATE