



Electric Sample Form No. 79-999
Agreement for Limited Optional Remote Metering Service

Sheet 1

**Please Refer to Attached
Sample Form**



AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE

DISTRIBUTION:

REFERENCE:

- CUSTOMER (Original)
- AREA OFFICE (Original)
- CUSTOMER BILLING
- CAPITAL ACCOUNTING
- CRT METERING

This AGREEMENT FOR LIMITED OPTIONAL REMOTE METERING SERVICE (Agreement) is made by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, (PG&E) and _____ (Customer) (individually “Party” and jointly “Parties”).

The installation of PG&E’s meters under this Agreement is pursuant to PG&E’s electric tariff rules and rate schedules, of which this Agreement is a part. Customer agrees to abide by the requirements of PG&E’s rules and rate schedules including the following terms and conditions.

1. At the request of Customer, PG&E hereby agrees, as an accommodation, to install at Customer’s expense within a reasonable period of time, a PG&E-owned interval meter. PG&E will remove any existing meter.
2. If required, Customer is responsible for the installation of a wired telephone line that terminates within three (3) feet of the Customer’s meter panel and terminates within eighteen (18) inches to seventy-two (72) inches above grade. Customer is also responsible for any maintenance and repair of the telephone line. The telephone line installation must be completed and the telephone line must be operational before PG&E will perform any meter installation work. For a situation in which it is not feasible for the telephone company to install a wired telephone line, PG&E may, at Customer’s request and expense, arrange for a cellular telemetry system to be installed and activated.
 - a. Customer is responsible for the on-going phone service charges.
 - b. Operation and maintenance of telecommunications lines shall be Customer’s sole responsibility.
3. PG&E will perform all metering and meter programming work. This includes all maintenance, repair, or any meter related work.
4. PG&E will bill Customer in advance of the meter installation work, its estimated cost for all costs associated with the meter installation, including labor, materials, shipping and administration costs. Customer agrees to pay an ownership cost, as specified in PG&E’s Electric Rule 2, and any applicable Income Tax Component of Contribution (ITCC) at the rate set forth in PG&E’s electric Preliminary Statement Part J. The Customer charges will be shown on Exhibit A – Cost Summary, to this Agreement. Revocation or termination of the Agreement in whole or in part shall not relieve Customer of any obligation: (a) to pay charges incurred prior to such revocation, nor (b) to indemnify PG&E as provided in Section 12 herein.
5. PG&E will begin the meter installation work when both parties have signed the Agreement and PG&E has received payment from the Customer.

† Information collected on this form is used in accordance with PG&E’s Privacy Policy. The Privacy Policy is available at pge.com/privacy.

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6. PG&E will perform all meter reading services that are necessary to prepare the customer's monthly energy bill. PG&E will use its normal business practices to perform the meter reading services.
7. PG&E shall make a reasonable attempt to provide the services described in this Agreement in a timely and expeditious manner. However, PG&E shall not be responsible for any delay in completion of its work resulting from any cause or condition beyond the control of PG&E. PG&E shall have the right to allocate material or labor resources to the construction or maintenance projects that it deems, in its sole discretion, most important to serve the needs of all of its customers. Any delay in service work for the Customer hereunder resulting from such allocation or reallocation of PG&E's resources shall be deemed to be beyond PG&E's control.
8. PG&E shall at all times during this Agreement continue to own, operate, maintain, read and replace the PG&E meter, and carry out all other activities lawfully permitted or required under PG&E's tariffs, rules, CPUC regulations and requirements, and PG&E's business practices. Such activities shall include, but not be limited to, investigations of tampering or suspected energy theft and actions taken during emergencies or in the normal course of business. Customer acknowledges that such activities by PG&E may affect the ability of PG&E to obtain interval meter data. Customer agrees that PG&E shall not be liable for any harm, detriment, or damage of any kind to Customer, or any other third party resulting from PG&E being unable to access the interval meter data.
9. Regardless of the manner in which the PG&E meter shall be attached to property owned by, or under lease to Customer, the PG&E meter shall remain the property of PG&E and title shall remain in PG&E. Customer's use of the PG&E meter shall not ripen into any title, or right in and to the PG&E meter, and Customer shall not make any claim of right or title, nor resist or assail PG&E's title, to the PG&E meter based on this Agreement or Customer's use hereunder. Customer shall not permit any judgment or lien against it to encumber the PG&E meter and shall give PG&E immediate notice of any attempt to place a lien on PG&E meter by any third person or party.
10. This Agreement in no way precludes PG&E from exercising its rights to enter and leave customer's premises for any purpose connected with the furnishing of electric service (including, but not limited to, meter reading, inspection, testing, routine repairs, replacement, maintenance, and emergency work).
11. Customer shall not assign this Agreement to, nor permit the use of the PG&E meter by, any third party without obtaining the prior express written consent of PG&E.
12. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 13 of this Agreement, in which event this Section 12 shall not be applicable.

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13. Customer shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Customer, or either Party's contractors or subcontractors; injury to property of PG&E, Customer, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Customer's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees. Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity. Customer shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.
14. The waiver by either party of any default in performance, or the failure to insist on strict performance, by the other of any covenant or duty herein shall not be construed as a waiver of any preceding or subsequent defaults of the same or other covenant or duty.
15. Each provision in this Agreement shall be considered separate and severable from every other provision herein; if any provision shall be held to be invalid by a court or regulatory or administrative body having jurisdiction, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, the remaining provisions shall remain in effect and shall in no way be impaired thereby.
16. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. This Agreement shall at all times be subject to such changes and modifications by the California Public Utilities Commission as said Commission may direct, from time to time, in the exercise of its jurisdiction. Where the terms of this Agreement conflict with PG&E's filed tariffs or rules, PG&E's filed tariffs and rules govern. Except for matters and disputes with respect to which the Commission is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute



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hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

- 17. If any monetary payment under this Agreement is not received by PG&E when due, such payment shall bear interest from the due date until received by PG&E at the lesser of (a) the rate set forth in PG&E's Electric Rule 7 section (c), or (b) the maximum rate permitted by law. Any change in said interest rate shall become effective on the same date on which a change in PG&E's Electric Rule 7 section (c) becomes effective.
- 18. This Agreement contains the entire agreement of the parties and cannot be modified or amended in any respect except by a writing executed by PG&E and Customer.
- 19. Any notice to be given in connection with this Agreement shall be in writing and may be served by personal delivery or be sent by certified mail, or by reputable courier service that provides written evidence of delivery, addressed as specified below, or to such other address as requested by either party in writing, in the manner specified herein. Delivery by facsimile shall not be considered sufficient notice under this Agreement. Notice shall be effective upon actual receipt or upon refusal to accept delivery.
- 20. This Agreement may be terminated provided that each party agrees to use reasonable efforts to give the non-terminating party at least 30 days' prior notice of any such termination.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 20_____.

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Customer/Company

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date

LIST OF ATTACHMENTS



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Exhibit A: Cost Summary

A. INSTALLATION COSTS	\$ _____
B. OWNERSHIP COST ¹	\$ _____
C. ITCC ²	\$ _____
D. CUSTOMER PAYMENT	\$ _____

¹ Cost of Ownership = (Installation Cost x P% x 12) x (PW) / 100, where P% is the monthly customer-financed cost of ownership percentages shown in electric Rule 2 and PW is the Present Worth factor.

² ITCC = Income Tax Component of Contribution (Currently _____% of the installation cost for electric).