



Gas Sample Form No. 79-1088
Supplemental Agreement for Limited Gas Transmission Capacity

Sheet 1

**Please Refer to Attached
Sample Form**



SUPPLEMENTAL AGREEMENT FOR LIMITED GAS TRANSMISSION CAPACITY

DISTRIBUTION

- Customer
- ES&S
- _____
- _____
- _____

REFERENCES

- SA#: _____
- PM#: _____
- Notification#: _____
- Other Agmts: _____
- _____
- _____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the _____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, located at _____,

reinforcement work must be done to PG&E's existing system. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. At Applicant's request, PG&E will not reinforce its existing system to meet PG&E's design criteria. To avoid or reduce the costs of reinforcing PG&E's existing system, Applicant acknowledges that service may be subject to curtailments and agrees to a reduced level of service reliability during the period _____ to _____. This decreased service reliability may result in the curtailment, interruption, or reduction of gas service to the Applicant during periods in which Applicant's demand exceeds system capacity.
2. PG&E's ability to serve Applicant's load will be determined by load limiting devices (Device(s)) including but not limited to back pressure regulator(s) which, will limit the gas supplied to Applicant to the capacity available on PG&E's system. The Device(s) will be installed at Applicant's expense as a special facility (Form 79-1049). PG&E system conditions that will cause the Device(s) to operate are set forth as follows:

_____ Applicant is also subject to additional curtailments as provided by PG&E's gas Rule 14 and the Agreement.

3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Device(s) do not excuse any of the charges associated with applicable rate schedules.
4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Device(s).

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



SUPPLEMENTAL AGREEMENT FOR LIMITED GAS TRANSMISSION CAPACITY

5. Termination of either this supplemental agreement or the Agreement shall constitute the termination of both, with Applicant being subject to any applicable minimum or termination charges as specified in the tariffs or Agreement.
6. Applicant may assign this supplemental agreement, only if PG&E consents in writing and the assignee agrees in writing to the conditions herein, and assignment occurs in conjunction with assignment of Agreement.
7. This supplemental agreement shall be subject to all of PG&E's applicable tariff schedules on file and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this _____ day of _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY

(Applicant)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)