

**AltaGas Utilities Inc.**

**RETAILER DISTRIBUTION SERVICE CONTRACT**

**for**

**RATES 11, 12 and 14**

**RETAILER DISTRIBUTION SERVICE CONTRACT**  
**for RATES 11, 12 and 14**

THIS RETAILER DISTRIBUTION SERVICE CONTRACT  
for RATES 11, 12 and 14 (“Contract”)

made as of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month Day Year

BETWEEN:

**[RETAILER]**, a body corporate, carrying on business  
in the Province of Alberta (hereinafter called "Retailer"),

OF THE FIRST PART,

- and -

**ALTAGAS UTILITIES INC.**

a body corporate, carrying on business  
in the Province of Alberta,  
(hereinafter referred to as “AltaGas Utilities Inc.”),

OF THE SECOND PART,

WHEREAS AltaGas Utilities Inc. owns and operates a Gas Distribution System  
within the Province of Alberta;

AND WHEREAS Retailer, for itself and for and on behalf of each Customer, has  
requested AltaGas Utilities Inc. to provide Gas Distribution Service for the purpose of serving  
each Customer.

NOW THEREFORE THIS CONTRACT WITNESSETH THAT, in consideration of the covenants and agreements of the parties hereinafter contained, Retailer, for itself and for and on behalf of each Customer, and AltaGas Utilities Inc. covenant and agree as follows:

**ARTICLE 1**  
**RATE SCHEDULE AND**  
**RETAILER DISTRIBUTION SERVICE REGULATIONS**

- 1.1 Retailer acknowledges receipt of a current copy of AltaGas Utilities Inc.'s Rate Schedule, attached hereto as Schedule “A”, and agrees the Rate Schedule as amended from time to time and approved by the Board is an integral part of the Contract and by this reference is hereby incorporated herein as if fully set forth in the Contract.
- 1.2 Retailer acknowledges receipt of a current copy of AltaGas Utilities Inc.’s Retailer Distribution Service Regulations, attached hereto as Schedule “B”, and agrees the Retailer Distribution Service Regulations as amended from time to time and approved by the Board is an integral part of the Contract and by this reference is hereby incorporated herein as if fully set forth in the Contract.

**ARTICLE 2**  
**DEFINITIONS**

- 2.1 The words, terms, and phrases used in the Contract shall, unless the context otherwise requires, have the meanings given to them in the *Gas Utilities Act R.S.A. 2000 c. G-5* and the Service Regulations.

**ARTICLE 3**  
**RETAILER REPRESENTATIONS**

- 3.1 Retailer hereby represents, covenants and warrants to and with AltaGas Utilities Inc. that at all relevant times during the duration of the Contract:
- 3.1.1 Each of the conditions in Article 4 of the Contract has been and is being complied with;
- 3.1.2 Except for a Customer which is a signatory to the Contract (a Self-Retailer), each Customer has appointed Retailer as its Retailer under an agency agreement in accordance with the *Gas Utilities Act* and that, as such, Retailer has full power and authority to take full responsibility for all matters relating to the Customer's Gas Services arrangements, and, without limiting the generality thereof, to negotiate, establish, document, implement, operate, perform, terminate and amend all matters relating to the Customer's Gas Services arrangements on behalf of the Customer;
- 3.1.3 Retailer has entered into all contracts, agreements and arrangements as are necessary to secure the Gas Services necessary to satisfy Retailer's obligations under the Contract;
- 3.1.4 In the event of a disruption of any Gas supply, Retailer will cause an alternative supply to be available;
- 3.1.5 A failure by Retailer to supply Gas in accordance with the Service Regulations is subject to the terms and conditions of the Service Regulations.

**ARTICLE 4**  
**CONDITIONS**

- 4.1 AltaGas Utilities Inc. shall have no obligation to provide Gas Distribution Service if, and to the extent that Retailer fails to comply with all the conditions prescribed by the *Gas Utilities Act*, the Service Regulations and each of the following conditions:
- 4.1.1 The agency agreement must be in a format acceptable to AltaGas Utilities Inc.;
- 4.1.2 If not already provided, the agency agreement shall include a copy of a written consent of each Customer permitting AltaGas Utilities Inc. to disclose Customer Information to Retailer;
- 4.1.3 If AltaGas Utilities Inc. has previously billed Customer, the agency agreement must clearly and accurately specify each Customer's AltaGas Utilities Inc. account number(s), corresponding premise number(s), and name(s) as displayed on Customer's most current AltaGas Utilities bill(s);
- 4.1.4 Retailer is responsible for providing accurate and timely Customer Information to AltaGas Utilities Inc. in an electronic format acceptable to AltaGas Utilities Inc.;
- 4.1.5 Should Retailer become aware of any change in Customer Information during the term of the Contract, Retailer is responsible for informing AltaGas Utilities Inc. of the change in accordance with the Service Regulations;
- 4.1.6 Retailer understands and agrees that Gas Distribution Service provided hereunder is provided solely for the Retailer's use at the premises and for the Customers identified to AltaGas Utilities Inc. in accordance with this Article 4.1 and Retailer shall not use the Gas Distribution Service provided by AltaGas Utilities Inc. for any other purpose;
- 4.1.7 If Retailer becomes aware at any time that any Customer is using Gas Services provided by Retailer or Gas Distribution Service provided by AltaGas Utilities

Inc. in a manner which is inconsistent with the Service Regulations, which could potentially create safety, health or environmental concerns or damage the Gas Distribution System, the Retailer shall immediately notify AltaGas Utilities Inc. of such circumstances;

- 4.1.8 In providing service to any Customer, the Retailer shall not damage or interfere with, or otherwise disturb, alter or tamper with the Gas Distribution System and further, Retailer shall notify AltaGas Utilities Inc. immediately of any problem or defect relating to the Gas Distribution System, which is discovered or brought to the attention of the Retailer;
- 4.1.9 Retailer understands and agrees that AltaGas Utilities Inc. will not perform billing or collections activities on its behalf, unless specified by separate contract and further, Retailer agrees to pay all amounts due and owing to the Company in accordance with the Service Regulations, regardless of any billing or collection disputes Retailer may have with any Customer;
- 4.1.10 Retailer agrees to comply with all prudential requirements pursuant to the Service Regulations and the Natural Gas Billing Regulation (A.R. 185/2003), as amended; and,
- 4.1.11 Retailer will continue to satisfy all conditions prescribed by the *Gas Utilities Act* and this Article 4.1 for Gas Services arrangements.

## **ARTICLE 5**

### **RECEIPT POINTS**

- 5.1 The Point of Receipt for Gas delivered hereunder by Retailer to AltaGas Utilities Inc. shall be (check only one):

\_\_\_ via a NOVA/TCPL NOVA Inventory Transfer (NIT); or

\_\_\_ an ATCO Market Centre.

- 5.2 The Company shall determine receipt locations by consultation if anything other than an NIT or an ATCO Market Centre is utilized.

## **ARTICLE 6 GAS SUPPLY**

- 6.1 Retailer shall at all times have the obligation to comply with Gas balancing requirements specified in the Service Regulations.

## **ARTICLE 7 PRICE**

- 7.1 AltaGas Utilities Inc. shall invoice Retailer or Self-Retailer who is a signatory to the Contract, for all applicable rates, tolls, charges, and federal and provincial taxes as specified in AltaGas Utilities Inc.'s Rate Schedule, as amended from time to time and approved by the Board and Retailer agrees to pay such invoices in accordance with the Service Regulations.
- 7.2 Payment terms shall be as specified in the Service Regulations.

## **ARTICLE 8 TERM**

- 8.1 AltaGas Utilities Inc. may terminate this Contract:
- 8.1.1 If any one or more of the conditions in Articles 3 or 4 of the Contract has not been or is not being complied with; or

- 8.1.2 In accordance with the terms and conditions specified in the Service Regulations.
- 8.2 The Contract shall terminate on any terms and conditions as may be prescribed by the Board pursuant to the *Gas Utilities Act*.
- 8.3 If AltaGas Utilities Inc. terminates a Service Agreement with respect to a Customer, the Contract shall terminate insofar and only insofar as it applies to that Customer unless Customer is a Self-Retailer in which case the Contract is fully terminated.
- 8.4 This Contract is subject to all applicable legislation, including the *Gas Utilities Act* and the regulations made thereunder, and all applicable orders, rulings, regulations and decisions of the Board or any other regulatory authority having jurisdiction over the Company.

**ARTICLE 9**  
**ADDRESS FOR NOTICES**

- 9.1 Until notified otherwise in writing, payments by or on behalf of Retailer to AltaGas Utilities Inc. shall be made or delivered to the following address:

ALTAGAS UTILITIES INC.  
5509 - 45 Street  
Leduc, Alberta  
T9E 6T6

Attention: Accounts Receivable

9.2 All other notices shall be made or delivered to one of the following addresses:

AltaGas Utilities Inc.:           ALTAGAS UTILITIES INC.  
5509 - 45 Street  
Leduc, Alberta  
T9E 6T6

Attention: Manager, Regulatory Affairs

Retailer:                           [Retailer or Self-Retailer]  
Address  
City, Province  
Postal Code

Attention:  
Telephone:   (     )  
Fax:         (     )

9.3 Either party may change its address by giving written notice to the other.

## **ARTICLE 10**

### **GENERAL**

10.1 Neither party may disclose any Confidential Information obtained pursuant to this Contract to any person, without the express prior written consent of the other party. As used in this Article, the term “Confidential Information” shall include all business, financial, and commercial information pertaining to parties, Customers of either party, suppliers of either party, personnel of either party, any trade secrets and other information of a similar nature.

Notwithstanding the preceding paragraph, a receiving party may disclose Confidential Information to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling or order, providing that:

(a) such Confidential Information is submitted under the applicable provision, if possible, for confidential treatment by such governmental, judicial, or regulatory authority; and

(b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement.

10.2 The Contract shall bind and inure to the respective successors and assigns of the parties hereto; provided however that no assignment shall release either party from such party's obligations under the Contract without the written consent of the other party to such release, which consent shall not be unreasonably withheld.

10.3 If any provision of this Contract, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Contract and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

IN WITNESS WHEREOF this Contract has been properly executed by the Retailer (or Self-Retailer) and AltaGas Utilities Inc. with the corporate seal of each having been properly affixed as of the date first above written.

ALTAGAS UTILITIES INC.

Per: Signature \_\_\_\_\_ Name \_\_\_\_\_  
President (Please Print)  
Date \_\_\_\_\_  
Year/Month/Day

Per: Signature \_\_\_\_\_ Name \_\_\_\_\_  
Vice President Controller (Please Print)  
Date \_\_\_\_\_  
Year/Month/Day

[RETAILER or SELF-RETAILER]

Per: Signature \_\_\_\_\_ Name \_\_\_\_\_  
(Please Print) (Please Print)  
Title \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) Year/Month/Day

Per: Signature \_\_\_\_\_ Name \_\_\_\_\_  
(Please Print) (Please Print)  
Title \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) Year/Month/Day

**SCHEDULE “A”**

**ALTAGAS UTILITIES INC.**

**RATE SCHEDULE**

**SCHEDULE “B”**

**ALTAGAS UTILITIES INC.**

**RETAILER DISTRIBUTION SERVICE REGULATIONS**