



DEMAND GENERAL SERVICE CONTRACT

for

**Customers Served by
Demand General Service Rates 3 or 13**

Contract Number

DEMAND GENERAL SERVICE CONTRACT
FOR CUSTOMERS SERVED BY RATES 3 OR 13

THIS GAS DISTRIBUTION SERVICE CONTRACT
FOR CUSTOMERS SERVED BY RATES 3 OR 13 (the Contract)

made as of _____, _____, _____
Month Day Year

BETWEEN:

[CUSTOMER]

a body corporate, carrying on business
in the Province of Alberta
(the Customer),

OF THE FIRST PART,

- and -

APEX UTILITIES INC.

a body corporate, carrying on business
in the Province of Alberta
(Apex),

OF THE SECOND PART

WHEREAS:

- a) Apex owns and operates a Gas Distribution System within the Province of Alberta;
and
- b) The Customer and/or Customer's Retailer (the Retailer) has requested Apex
provide Gas Distribution Service under Rates 3 or 13 for the purpose of providing
Gas Distribution Service to the Customer;

Apex and the Customer acknowledge and agree, in consideration of the following rights and obligations:

ARTICLE 1 DEFINITIONS

- 1.1 The words, terms, and phrases used in this Contract will, unless otherwise defined in the Contract or unless the context otherwise requires, have the meanings given to them in the *Gas Utilities Act, R.S.A. 2000, c. G-5* (the Act), the Apex Natural Gas Utility Service Rules (the Natural Gas Utility Service Rules), and the Apex Retailer Distribution Service Rules (the Retailer Distribution Service Rules).

ARTICLE 2 RATE SCHEDULE AND TERMS AND CONDITIONS

- 2.1 The Customer acknowledges receipt of a current copy of Apex's Rate Schedule (the Rate Schedule), attached to the Contract and marked as Schedule A, and agrees the Rate Schedule, as amended by Apex and approved by the Commission from time to time, is fully incorporated as an integral part of this Contract.
- 2.2 The Customer acknowledges receipt of a current copy of the Natural Gas Utility Service Rules and the Retailer Distribution Service Rules, attached to the Contract and marked as Schedule B, and agrees the Natural Gas Utility Service Rules and the Retailer Distribution Service Rules, as amended by Apex and approved by the Commission from time to time, are fully incorporated as an integral part of this Contract.

ARTICLE 3 TERM

- 3.1 Apex may terminate this Contract at any time:
- a) if any one or more of the conditions in Article 4 of this Contract has not been met or is not being complied with by the Customer; or
 - b) in accordance with the terms and conditions specified in the Natural Gas Utility Service Rules or Retailer Distribution Service Rules.
- 3.2 This Contract will terminate in accordance with, and on the terms and conditions prescribed by, any Order of the Commission pursuant to the Act.
- 3.3 Notwithstanding any other provision in this Contract, the obligations of the Customer and Apex set out in Articles 2, 3, 4, 5, 6, and 7 will be in effect at all times.

ARTICLE 4 CONDITIONS TO PROVISION OF GAS DISTRIBUTION SERVICE

- 4.1 The obligation of Apex to provide Gas Distribution Service to the Customer will be subject to the Customer satisfying all of the conditions prescribed by the Act, the Rate Schedule, the Natural Gas Utility Service Rules, and the Retailer Distribution Service Rules.

**ARTICLE 5
DELIVERY POINTS**

5.1 Point of Delivery (complete as applicable):

Legal address: _____

Municipal address: _____

Street: _____

Municipality: _____

Province: _____

5.2 Customer Information:

Customer Name: _____

Account No.: _____

Site ID/Premise No.: _____

Contact Information:

Name: _____

Title: _____

Phone No.: _____

E-mail: _____

Contact Mailing Information:

Street: _____

Municipality: _____

Province: _____

Postal Code: _____

**ARTICLE 6
SERVICE REQUIREMENTS**

6.1 The service requirements for the Contract are as follows:

Contract Demand: _____ gigajoules

Date of Initial Delivery: _____
(Year/Month/Day)

6.2 The Contract Demand may be amended, subject to written agreement by Customer and Apex.

**ARTICLE 7
RATE, BILLING & PAYMENT**

7.1 The rate for Gas Distribution Service provided by Apex to the Customer under this Contract will be either:

Rate 3 – Demand General Service ; or
Rate 13 – Demand General Service for Retailer.

7.2 Billing and payment terms will be as specified in the Natural Gas Utility Service Rules and Retailer Distribution Service Rules.

**ARTICLE 8
ADDRESSES FOR NOTIFICATION**

8.1 Unless otherwise required by the Rate Schedule, the Natural Gas Utility Service Rules or the Retailer Distribution Service Rules, notices will be made or delivered to one of the following addresses:

Apex: APEX UTILITIES INC.
5509 45 Street
Leduc, Alberta
T9E 6T6

Attention: Manager, Business Development
Fax No.: (780) 986-5220

Customer:

Address: _____

City, Province: _____

Postal Code: _____

Attention: _____

Fax No.: _____

- 8.2 Any party may change the address for notification by giving written notice to the other.

ARTICLE 9 GENERAL

- 9.1 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" will include all business, financial and commercial information pertaining to parties, the customers of either party, suppliers of either party, personnel of either party, any trade secrets and other information of a similar nature.
- 9.2 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, provided:
- a) such Confidential Information is submitted under the applicable provision, if possible, for confidential treatment by such governmental, judicial, or regulatory authority;
 - b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement; and
 - c) prior to such disclosure, the other party is provided a reasonable opportunity to make submissions to the applicable governmental, judicial or regulatory authority concerning the appropriateness of having the confidential information disclosed, or the need to maintain the relevant information as confidential and/or such other submissions as the other party may consider reasonable and necessary in regards to the confidential information.
- 9.3 This Contract will be binding upon and inure to the benefit of Apex and the Customer and their respective successors and permitted assigns. The rights of the Customer under this Contract may not be assigned without the prior written consent of Apex. The rights of Apex under the Contract may be assigned at any time.
- 9.4 If any provision of this Contract is determined to be invalid, illegal or unenforceable in any respect, then, to the extent of such invalidity, illegality or unenforceability, such provision

will be severed from this Contract and the Contract will be interpreted and construed without reference to the severed provision(s) and the validity, legality or enforceability of the remaining provisions contained in this Contract will not, in any way, be affected or impaired.

- 9.5 Except as provided in Articles 2.1, 2.2, and 9.7 of this Contract, no modification of, or amendment to, this Contract will be valid or binding unless in writing and duly executed by Apex and the Customer. A waiver of any default, breach, or non-compliance under this Contract is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred from, or implied by, any act or delay in acting by a party in respect of any default, breach, or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach, or non-compliance under this Contract will not operate as a waiver of that Party's rights under this Contract in respect of any continuing or subsequent default, breach, or non-observance (whether of the same or any other nature).
- 9.6 This Contract will be governed by the laws of the Province of Alberta and the federal laws of Canada, as applicable, and 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 Commission or any other regulatory authority having jurisdiction over Apex.
- 9.7 This Contract may be signed in counterparts and each counterpart will constitute an original document and each counterpart, taken together, will constitute one and the same instrument. Counterparts may be executed either in original, facsimile, or electronic form and the parties adopt any signatures received by a receiving fax machine or email transmission as original signatures of the parties.

IN WITNESS WHEREOF this Contract has been properly executed by the Customer and Apex effective as and from the date first written above.

APEX UTILITIES INC.

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

CUSTOMER

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

SCHEDULE A
RATE SCHEDULE

SCHEDULE B
TERMS AND CONDITIONS OF SERVICE