

Contract ID	
Contract Name	

**M9 Contract**

This GAS DISTRIBUTION CONTRACT (“Contract”), made as of the 1<sup>st</sup> Day of \_\_\_\_\_.

BETWEEN:

**Enbridge Gas Inc.**

hereinafter called "the Company"

- and -

**CUSTOMER NAME**

hereinafter called "Customer"

**WHEREAS**, Customer has requested the Company and the Company has agreed to provide Customer Services;

**AND WHEREAS**, if Customer has elected direct purchase services, Customer will be responsible for supplying Gas to the Company under a separate contract called the Southern Bundled T contract;

**AND WHEREAS**, the Company will deliver Gas to Customer’s Point(s) of Consumption under this Contract pursuant to the Rate Schedule identified in Schedule 1;

**IN CONSIDERATION** of the mutual covenants contained herein, the parties agree as follows:

**1 INCORPORATIONS**

The following are hereby incorporated in and form part of this Contract:

- a) Contract Parameters contained in Schedule 1 as amended from time to time; and
- b) The latest posted version of the Company’s general terms and conditions applicable to Union Rate Zones (“General Terms and Conditions”) subject to Section 12.18 of the General Terms and Conditions; and
- c) Rate Schedule M9 as amended from time to time and as approved by the Ontario Energy Board.

**2 PRELIMINARY AND CONTINUING CONDITIONS**

This Contract and the rights, and obligations of the parties hereunder shall be conditional upon the fulfillment and maintenance in good standing of the following conditions:

- a) Financial assurances acceptable to the Company shall be supplied and maintained in accordance with the General Terms and Conditions; and
- b) If a Customer has elected direct purchase services, Customer and the Company shall have executed and maintained in good standing a Southern Bundled T.

The above conditions must be initially satisfied by Customer 25 days prior to the Day of First Delivery.

### **3 CONTRACT TERM**

This Contract shall be effective from the date hereof. However, the Service, obligations, terms and conditions hereunder, shall commence on the Day of First Delivery. Subject to the provisions hereof, this Contract shall continue in full force and effect for each Contract Year until notice to terminate is provided by either the Company or Customer. Such notice must be delivered at least three (3) months prior to the end of a Contract Year.

### **4 SERVICES PROVIDED**

The Company agrees to provide Services as specified in Schedule 1 and Customer agrees to pay for such Services pursuant to these Contract terms and conditions as set out in this Contract and referenced attachments and the rate(s) referenced in Schedule 1.

If a Customer has elected direct purchase services, and if the Company does not receive Gas from Customer under the Southern Bundled T, then the Company's obligations to provide Services under this Contract may, at the Company's option, be suspended or terminated by the Company. This termination or suspension will be effective as of the date specified in the Company's notice to Customer, notwithstanding the General Terms and Conditions.

### **5 FIRM DAILY CONTRACT DEMAND**

The Firm Contract Demand ("CD") is as specified in Schedule 1. On any day that the Customer uses more than 100% of its CD, but not greater than 103% of its CD, the Customer shall be invoiced and pay for this extra use at the delivery commodity rate as specified in the M9 Rate Schedule.

#### **5.01 CD Increases During Contract Year**

In addition to the above, the first day in each Contract Year that the Customer uses more than 103% of its CD ("First Occurrence") shall be recorded. The second day in each Contract Year that the Customer uses more than 103% of its CD ("Second Occurrence"), Customer's CD shall be immediately and retroactively increased as of the 1st day of the month in which this Second Occurrence happens to the higher of the quantity used on the First Occurrence or the Second Occurrence. The Customer charges will reflect the increased CD. The Customer will not be invoiced overrun charges for the month in which the CD has been increased, unless there is another overrun above the said increased CD.

#### **5.02 Subsequent CD Increases During Contract Year**

After the CD has been increased and anytime thereafter that it has been increased, pursuant to the immediately preceding terms, the next day that the Customer uses more than 103% of the increased CD within the same Contract Year, it shall be deemed to be the First Occurrence for the purposes of Section 5.01, and the next time thereafter that the Customer uses more than 103% of its CD within the same Contract Year, it shall be deemed to be the Second

Occurrence for the purpose of Section 5.01. For greater clarity, every time the CD is increased in a Contract Year, the occurrence number is set back to zero and thereafter if two more occurrences happen the CD will again be raised, and so on for the remainder of the Contract Year. At the beginning of each Contract Year any outstanding First Occurrence will be waived.

**6 INDEMNIFICATION OF CUSTOMER DELIVERY OBLIGATIONS**

Customer acknowledges that it is aware of the obligations assumed by a distributor of natural gas pursuant to various provincial statutes. In the event of termination of service by Customer to its customers for any reasons Customer will indemnify, keep indemnified and save the Company harmless from and against any and all claims, actions or proceedings resulting from such termination, including any obligation that the Company might have assumed or be required to assume by duly recognized authority toward continuation of service to Customer’s customers.

**7 CONTRACT SUCCESSION**

This Contract replaces all previous Gas Distribution Contracts, subject to settlement of any Surviving Obligations.

The undersigned execute this Contract as of the above date. If an agent on behalf of Customer executes this Contract then, if requested by the Company, Agent or Customer shall at any time provide a copy of such authorization to the Company.

Customer

Enbridge Gas Inc.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name