

**DELIVERY SERVICE AGREEMENT  
FOR DS AND MLDS  
RATE SCHEDULES**

Customer's Legal  
Corporate Name: \_\_\_\_\_

Customer DBA: \_\_\_\_\_

Customer Group : ( Name): \_\_\_\_\_ (Number) \_\_\_\_\_

Billing Address: \_\_\_\_\_  
Street City State Zip

Telephone No. \_\_\_\_\_ Contact Person/Title \_\_\_\_\_

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between COLUMBIA GAS OF KENTUCKY, INC., ("Company") and \_\_\_\_\_ ("Customer").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**SECTION 1. TRANSPORTATION SERVICE TO BE RENDERED.** In accordance with the provisions of the effective applicable transportation rate schedule of Company's Tariff, on file with the Public Service Commission of Kentucky and the terms and conditions herein contained. Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's facilities. the point(s) of receipt, Customer facility location, the applicable Rate Schedule, and the service and levels of said services to be rendered, shall be set forth in Delivery Service Addendum of this Agreement.

**SECTION 2. INCORPORATION OF TARIFF PROVISIONS.** This Agreement in all respects shall be subject to the Company's Terms, Conditions, Rules and Regulations as contained in the tariff, as the same may be amended or superseded from time to time, which are incorporated herein by reference and made a part hereof.

**SECTION 3. INTERRUPTION.** Notwithstanding the provisions of Section 2 hereof, or any other provisions of Columbia's Tariff to the contrary, service under this agreement is conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to Columbia's existing customers, or any subsequent new higher priority customers. Therefore, Columbia, in its sole discretion, may interrupt deliveries of gas to Customer at any time

**SECTION 4. REGULATION.** This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received or continued.

**SECTION 5. TERM.** This Agreement shall become effective as of the first day of Customer's next billing cycle following its execution and shall continue in effect thereafter for a minimum primary term of twelve (12) months, until October 31, 20\_\_\_\_, and thereafter from year to year unless and until canceled by either Customer or Company giving written notice to the other no later than April 1, to become effective on November 1 of such year.

**SECTION 6. NOTICES.** Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed by certified mail to the address provided in the Delivery Service Addendum of this Agreement.

**SECTION 7. CANCELLATION OF PRIOR AGREEMENTS.** This Agreement supersedes and cancels, as of the effective date hereof, all previous two party transportation agreements between the parties for service to Customer's facilities served hereunder.

# DELIVERY SERVICE ADDENDUM

Customer Name: \_\_\_\_\_

Effective Billing Month/Year: \_\_\_\_\_

Addendum to Service Agreement Dated: \_\_\_\_\_

## A. Point(s) of Receipt into Columbia Gas of Kentucky

Point(s) of Receipt with Interstate Pipelines:

1) Interstate Pipeline: \_\_\_\_\_

2) Other Point(s) of Receipt: \_\_\_\_\_

Meter No.: \_\_\_\_\_ Line No.: \_\_\_\_\_ County: \_\_\_\_\_

## B. Facility Address:

PCID: \_\_\_\_\_

PSID: \_\_\_\_\_

C. Type of Business		D. Rate and Service Selections and Alternate Fuel Data: To be completed by Customer. *Notice of change must be received on or before April 1, to be effective for the following November billing month.			
Description of Business: _____ _____	Delivery Rate Schedule: _____	Alternate Fuel Type _____ Alternate Fuel %: _____	*Banking and Balancing Service <input type="checkbox"/> YES  <input type="checkbox"/> NO	*Standby Service - Daily (Mcf) _____ (Subject to approval by Company)	*Standby Service - Annual (Mcf) _____ (Subject to approval by Company)

Customer Notices: (Mailing address for Contract) (Please Print)		Company Notices	
Company Name:		Columbia Gas of Kentucky, Inc	
dba (if applicable):		290 W Nationwide Blvd	
Address:		Columbus, Ohio 43215	
City, St, Zip:			
Attn:	Title:	Attn: Gas Transportation Department	
Telephone #: ( ) -			
Fax #: ( ) -			
E-mail Address:			

IN WITNESS WHEREOF, the parties hereto have accordingly and duly executed this Addendum as of the date herein above first mentioned.

**CUSTOMER**

**COLUMBIA GAS OF KENTUCKY, INC.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE-For Columbia Personnel Only - NOTE All Max Day & Annual Transportation Volumes Updated Annually**

<input type="checkbox"/> New Customer	Max Daily Volume (MDV) (Mcf)	Annual Transportation Volume (ATV) (Mcf)	Monthly Bank Tolerance %	Monthly Bank Tolerance Vol	EFC	Pipeline Scheduling Point	UN/BK	GMB#	MS#
<input type="checkbox"/> New Facility									
<input type="checkbox"/> Amendment						Area Office	SIC Code	Invoice# Separate or Combined	Rate Schedule

**APPROVAL:**

Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Comments : \_\_\_\_\_ Effective Date: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**AGENCY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ (Customer)  
Does hereby make, constitute and appoint \_\_\_\_\_

(Marketer) as its **AGENT** for the purpose of establishing and administering a gas transportation program on the Columbia Gas of Kentucky, Inc. ("Columbia") system for and on behalf of Customer for the accounts listed below. This appointment authorizes Agent to establish such gas transportation program on behalf of Customer, including (by way of illustration and not limitation) the following: request gas transportation service with Columbia; obtain Customer's historic and current usage data from Columbia; nominate gas transportation volumes on behalf of Customer; direct Columbia to send Customer's transportation bill directly to Agent\*; and obtain from Columbia any information pertaining to prior or current month gas deliveries to Customer.

PCID No. \_\_\_\_\_

PCID No. \_\_\_\_\_

PCID No. \_\_\_\_\_

PCID No. \_\_\_\_\_

PCID No. \_\_\_\_\_

PCID No. \_\_\_\_\_

**CUSTOMER AUTHORIZED EMPLOYEE INFORMATION:**

**EXECUTED BY CUSTOMER:** \_\_\_\_\_

*(Must be signed by Authorized Employee of Customer)*

\_\_\_\_\_  
*(Please Print Authorized Employee Name)*

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**AGENT AUTHORIZED EMPLOYEE INFORMATION:**

**EXECUTED BY AGENT:** \_\_\_\_\_

*(Must be signed by Authorized Employee of Agent)*

\_\_\_\_\_  
*(Please Print Authorized Employee Name)*

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**Fax No. :** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXECUTED BY COLUMBIA:** \_\_\_\_\_

*(Must be signed by Authorized Employee of Columbia)*

**Name:** \_\_\_\_\_

**Address:** 290 W Nationwide Blvd, Columbus, Ohio 43215

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_