



A NiSource Company

NOM GROUP#

TRANSPORTATION SERVICE APPLICATION & AGREEMENT

Legal Entity/ Corporation

Name ("Customer"): _____

Customer DBA: _____

Customer

Billing Address: _____

Street

City

State

Zip

Contact Name: _____

E-Mail _____ Phone _____ Fax _____

(This section should be filled out using the facility's accounts payable information. If invoices are to be mailed to the Agent/3rd Party, a "Request for Mailing Address Change" form must also be completed)

CONTRACT# _____

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and between **COLUMBIA GAS OF MARYLAND, INC.**, ("Company") and _____ ("Customer").

WITNESSETH: Customer is a user of natural gas with facilities in Maryland at specific locations listed in the Transportation Service Addendum; and

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 Maryland, 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 services to be rendered, shall be set forth in the Transportation Service Addendum of this Agreement.

Section 2. Incorporation of Tariff Provisions. This Agreement expressly incorporates by this reference all of the terms and conditions governing Company's Transportation Service (TS) in the applicable rate schedule, included in Company's approved tariff, as well as any general terms and conditions of that tariff applicable to, and consistent with, Company's applicable rate schedule. In all events, the terms and conditions of Company's applicable rate schedule shall be controlling.

Section 3. Regulatory Approvals. This Agreement shall be expressly contingent upon the receipt of such regulatory approvals or authorizations as may be required and in the event such approval or authorizations terminate or are withdrawn, then this Agreement shall terminate.

Section 4. Term. The term of this Agreement shall be from the date Company first delivers quantities of gas to Customer at its facilities pursuant to this Agreement until the first of the following November, provided, however, that the Agreement shall continue in effect after that date on a year-to-year-basis. Either party may terminate this Agreement, upon written thirty (30) days prior to an effective date of termination, or sixty (60) days if terminating Standby Service, subject to the provisions of this Agreement and the applicable rate schedule.

Section 5. Notices. Any notices, except those relating to billing, adjusted quantities or interruption of service, required or permitted to be given hereunder shall be effective only if delivered to the customer provided in the Transportation Service Addendum of this Agreement.

Section 6. Cancellation of Prior Agreements. This Agreement supersedes and cancels, as of the effective date hereof, all previous two party Transportation Agreements and any Commercial or Industrial Gas Service Agreements between the parties for service to Customer's facilities served hereunder.

Section 7. Energy Usage Information. The Maximum Daily Quantity and the Annual Quantities to be distributed by the Company must be specified for each facility on the Transportation Service Addendum. If the Customer does not want to determine the Maximum Daily Quantity and the Annual Quantities required for each facility, the Customer has the option of having the Company calculate those figures. In accordance with the Company's tariff, the Maximum Daily Quantity and Annual Quantities specified on the Transportation Service Addendum are subject to adjustment by the Company no more than one time each year, to reflect the facility's actual Maximum Daily and Annual Quantities experienced in the most recent November to October period. The adjusted quantities will become the new contractual quantities. Additionally, an adjustment to the Maximum Daily Quantity and Annual Quantities may be made at any time upon agreement of the Customer and the Company.

Section 8. Banking and Balancing Information. The Customer understands and agrees that the applicable rate schedule, and the bank tolerance for each facility is subject to change annually, based on each facility's annual individual consumption that occurred during the previous November through October period. If applicable, the change will become effective with the January billing cycle of the following year. Bank tolerances and rate schedules will be established in accordance with the tariff.

Section 9. Interruption. The Customer understands and agrees to Rules and Regulations Governing the Distribution and Sale of Gas provisions as specified in the Company's Tariff, interruption of gas transportation or gas deliveries may occur for Customers with less than 100% backup service.

In the event that interruption of gas service is required, one of the following persons should be contacted. At least **two Customer** names, with **two** contact numbers (no fax numbers or Agent/3rd Party names please):

Customer Contact Name _____ Phone (W) _____ (24 Hour) _____

Email Address _____

Customer Contact Name _____ Phone (W) _____ (24 Hour) _____

Email Address _____

Other Contact Name _____ Phone (W) _____ (24 Hour) _____

Email Address _____

IN WITNESS WHEREOF, the parties hereto have accordingly and duly executed this Agreement as of the date hereinabove first mentioned.

CUSTOMER

COLUMBIA GAS OF MARYLAND, INC.

By: _____ By: _____
(Authorized Employee of Customer)

Title: _____ Title: _____

TRANSPORTATION SERVICE ADDENDUM

A. Pipeline Serving Columbia Gas of Maryland

1) Columbia Gas Transmission Corporation (TCO)

B. Facility Address: _____

PCID: _____ PSID: _____

C. Type of Business	D. Energy Usage Detail: To be completed by Customer. *As specified on Transportation Service Agreement						
Description of Business : _____ _____	Human Needs Facility <input type="checkbox"/> YES <input type="checkbox"/> NO	Alternate Fuel Type: _____ Alternate Fuel %: _____	January Max Day (Thm) _____ (If Grain Dryer, Asphalt Plant or Power Generator)	*Maximum Daily Quantity (Thm) _____ (Subject to approval by Company)	*Annual Quantity (Thm) _____ (Subject to approval by Company)	Standby Service Daily (Thm) _____ (Subject to approval by Company)	Standby Service Annual (Thm) _____ (Subject to approval by Company)

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

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

CUSTOMER

COLUMBIA GAS OF MARYLAND, INC.

By: _____
(Signature)

By: _____
(Signature)

Printed: _____

Printed: _____

Title: _____

Title: _____

DO NOT WRITE BELOW THIS LINE-For Columbia Personnel Only - NOTE All Max Day & Annual Quantities Updated Annually									
<input type="checkbox"/> New Customer <input type="checkbox"/> New Facility <input type="checkbox"/> Replacement	Max Daily Quantity (Thm) _____	Annual Quantity (Thm) _____	Monthly Bank Tolerance 5 %	Standby Service Daily (Thm) _____ Annual (Thm) _____	Daily Metering Service <input type="checkbox"/> Y <input type="checkbox"/> N	Pipeline Scheduling Point (PSP) _____	UN/BK _____ SIC Code _____	GMB# _____ Invoice# <input type="checkbox"/> Separate or <input type="checkbox"/> Combined _____	MS# _____ Rate Schedule _____
PSID# _____									

APPROVAL:

Company Representative: _____ Date: _____

Comments: _____ Effective Date: _____

APPOINTMENT OF AGENT

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 Maryland, Inc. ("Columbia") system for and on behalf of Customer. This appointment authorizes Marketer 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 Company; place customer in an aggregation nomination group; obtain Customer's historic and current usage data from Columbia; obtain adjusted maximum daily quantity and annual quantities; nominate gas transportation quantities on behalf of Customer; direct Company to send Customer's bill (utility and transport) directly to Marketer; and obtain from Company any information pertaining to prior or current month gas deliveries to Customer, including disbursed quantities, tariff quantities, banked quantities and bank tolerances.

ACKNOWLEDGEMENT OF SERVICES PROVIDED UNDER THIS TRANSPORTATION SERVICE APPLICATION AND AGREEMENT

The Company shall provide Transportation Service (TS) to the customer in accordance with the Rules Applicable to Transportation Service section of the Company's tariffs to the facilities and at the quantities specified on the Transportation Service Addendum, which is hereby incorporated by reference and made part of this Agreement. As specified in the Company's Tariff, the Customer remains fully responsible to the Company for the payment of any invoices, fees, imbalance purchases, banking and balancing charges, OFO or OMO charges, penalties or other charges arising out of the Marketer's provision of natural gas supply services to the customer, including any differential between the price offered by the Marketer and the rate charged by Company in the event that the Marketer discontinues service or defaults on its contract before its contract with the Customer has expired.

Choose type of Gas Transportation Service **(Check & Initial One Only):**
In the event no choice is made, the default will be Aggregation Service

☐

Non-Aggregation Service (Stand Alone):

Customer Initials: _____

☐

Aggregation Service:

Customer Initials: _____

Elective Balancing Service (EBS) Election: _____
(must match election made in August prior to the effective April, unless new Transportation Service customer)

The customer agrees to take service under Rider EBS- Elective Balancing Services. The customer may elect to change its option no more than one time per year and must submit the request to change in writing, no later than the fifteenth of August prior to the April in which the elected option becomes effective. If a request to change is not received, the customer will default to Option 1 – Full Balancing Service.

APPOINTMENT OF AGENT

Acct. No. _____

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Acct. No. _____

Acct. No. _____

Acct. No. _____

Acct. No. _____

Acct. No. _____

Acct. 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. Cols, OH 43215

Title _____

Date: _____