



Nicol Gas
Gas Transportation
Customer Service Center

P.O. Box 190
Aurora, IL 60507-0190
630 983-4040

Rate \_\_\_\_\_
Customer Account No. \_\_\_\_\_

Gas Service Contract for Transportation Service
Rates 74, 75, 76 and 77

This Contract between Nicol Gas ("Company"), and \_\_\_\_\_ ("Customer"),
Witnesseth That, the parties hereto agree as follows:

- 1. Company agrees to deliver Customer-owned gas to the premises occupied by the Customer at \_\_\_\_\_, Illinois, pursuant to the applicable Rates, Riders, Terms and Conditions set forth in the Company's "Schedule of Rates for Gas Service," as in effect from time to time.
2. The Customer agrees to receive and pay for gas service and transportation of Customer-owned gas from approved receipt point(s) in accordance with the applicable Rates, Riders and Terms and Conditions under which the above account is served, as in effect under the Company's "Schedule of Rates for Gas Service." In the event the conditions of service or charges are changed under authority of the Illinois Commerce Commission, such changes shall apply to this Contract.
3. The initial Maximum Daily Contract Quantity (MDCQ) shall be determined under the provisions of the applicable Rates, Riders, Terms and Conditions at the time of the effective date of this contract.
4. The MDCQ of an account served hereunder shall be redetermined annually by the Company pursuant to the applicable Rates, Riders, Terms and Conditions in the Company's tariffs. The MDCQ specified herein may be amended at the Company's sole discretion, upon determination by Company that quantities do not reflect Customer's usage requirements.

5. The Storage Banking Service capacity and Firm Backup Service quantity shall be:
\_\_\_\_\_MDCQ Days of SBS \_\_\_\_\_% MDCQ of FBS; or Terms of SBS=\_\_\_\_\_ Terms of FBS=\_\_\_\_\_

6. This Contract shall remain in effect until May 31, \_\_\_\_\_, and shall continue in effect thereafter, unless terminated by the Company, or by Customer as provided below. After May 31, \_\_\_\_\_, Customer shall have the right to terminate this Contract at the end of the next applicable billing period upon 30 days' written notice to the Company, subject to the Company's Rates, Riders, Terms and Conditions. In the event of such termination of this Contract by Customer the Customer will not be permitted to transport Customer-owned gas for a period of one year from the termination date.

7. The following items checked below are a part of this contract:

- [X] Applicable Rate [X] Rider 7, Governmental Agency Compensation Adjustment
[X] Terms and Conditions [X] Rider 8, Adjustment for Municipal and State Utility Taxes
[X] Rider 1, Customer Charge Adjustments [X] Rider 11, Thermal Content of Gas Supplied
[X] Rider 2, Franchise Cost Adjustment [X] Rider 12, Environmental Cost Recovery
[X] Rider 5, Storage Service Cost Recovery [X] Rider 14, Controlled Attachment Plan
[X] Rider 6, Gas Supply Cost

8. The term "volumes" as used herein refers to standard cubic feet at 14.65 psia and 60 deg. F, each containing 1,000 Btu as determined (a) at receipt point on the basis of pipeline measurement, after being reduced by the unaccounted-for gas percentage as determined and used in the Company's Rider 6, Gas Supply Cost; and (b) each Customer's service address on the basis of system average thermal content per Rider 11.

9. To be completed by authorized agent when applicable.

\_\_\_\_\_ represents and warrants to the Company that (it) (he) (she) has been duly authorized to execute this Contract on behalf of each customer for each service location and that each Customer will be legally bound thereby, and further covenants that \_\_\_\_\_ will indemnify and save Company harmless from and against any and all suits, actions, causes of action, claims, demands or lost revenues arising from or out of any breach of said representation and warranty. \_\_\_\_\_ agrees to provide Company with evidence of (its) (his) (her) authority to execute this Contract on behalf of each Customer upon demand by Company, and Company may terminate service hereunder if such evidence is inadequate in the Company's sole discretion.

10. The Customer's Bill shall be mailed by the Company to the Customer or its duly authorized agent (**check the box provided**), as specified below.

Customer Name \_\_\_\_\_  
Mailing address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone (    ) \_\_\_\_\_

Name of Agent \_\_\_\_\_  
Mailing address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone (    ) \_\_\_\_\_

This Contract shall not become effective until accepted by the Company as provided for below. Service under this Contract shall commence subsequent to the date this Contract is accepted and after facilities have been installed.

**For Nicor Gas**

Date received \_\_\_\_\_  
Accepted by \_\_\_\_\_  
Official capacity \_\_\_\_\_  
Date accepted \_\_\_\_\_

**For the Customer**

Customer's Name \_\_\_\_\_  
Accepted by (please print) \_\_\_\_\_  
Signature \_\_\_\_\_  
Official capacity \_\_\_\_\_  
Telephone (    ) \_\_\_\_\_  
Fax (    ) \_\_\_\_\_  
Date accepted \_\_\_\_\_

**Company Use**

New Account No. \_\_\_\_\_  
Transport I.D. \_\_\_\_\_  
Maximum Daily Contract Quantity (MDCQ) \_\_\_\_\_  
Storage Withdrawal Factor (SWF) \_\_\_\_\_

Effective date \_\_\_\_\_  
**Maximum Daily Nominations (MDN)** \_\_\_\_\_  
April \_\_\_\_\_ Aug \_\_\_\_\_  
May \_\_\_\_\_ Sept \_\_\_\_\_  
June \_\_\_\_\_ Oct \_\_\_\_\_  
July \_\_\_\_\_  
\_\_\_\_\_