



**Gas Sample Form No. 79-753**  
Compressed Natural Gas Fueling Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 2784-G  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed November 29, 2006  
Effective December 29, 2006  
Resolution No. \_\_\_\_\_

**Distribution:**

- Customer
- Gas Billing Solutions (Original)
- Division Billing Analyst
- Clean Air Transportation:

Service Agreement Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Clean Air Transportation Rep: \_\_\_\_\_  
Clean Air Transportation Contact Number: 1-800-684-4648

**Pacific Gas & Electric Company  
COMPRESSED NATURAL GAS FUELING AGREEMENT**

**GENERAL**

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and \_\_\_\_\_(Customer), a(n)\_\_\_\_\_, is for compressed natural gas (CNG) for fueling of motor vehicles.
2. Customer agrees to purchase and PG&E agrees to provide CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.
3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.
4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time-to-time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.
5. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

**FUELING LOCATION**

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.
7. Customer access time shall be mutually arranged.
8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.
9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.

**BILLING**

10. PG&E will bill customer at the applicable rate(s) set forth above for the total compressed natural gas service during the billing period.

**Compressed Natural Gas Fueling Agreement  
(Continued)**

11. PG&E will send the Customer's monthly billing to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TERM AND TERMINATION**

12. This Agreement shall become effective commencing the date the card key has been activated by PG&E. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

13. PG&E reserves the right to immediately deactivate an assigned card key and terminate this Agreement as a result of a Customer's unsafe fueling and/or driving practices at a PG&E designated fueling station, or delinquent payment of bills for services rendered.

**COMMUNICATIONS**

14. Any communications concerning fueling card-key requests shall be in writing or in electronic form via an email or an internet message. Written communications can be delivered either by hand or by certified delivery to the appropriate address, as follows:

To the Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

To PG&E: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

15. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

**LIABILITY**

16. Customer accepts all risks related to the operation and fueling of Customer's motor vehicles at PG&E's CNG fueling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and fueling with CNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of Customer motor vehicles with CNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E.

**RIGHTS TO DATA**

17. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's CNG vehicle operations.

**Compressed Natural Gas Fueling Agreement  
(Continued)**

**ASSIGNMENT**

18. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

**EXCLUSIVE NATURE AND INTERPRETATIONS**

19. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.

20. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

**REGULATORY**

21. This Agreement shall at all times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

| <b>Customer</b>                                  | <b>Pacific Gas and Electric Company</b> |
|--|---|
| _____<br>(Signature)                             | _____<br>(Signature)                    |
| _____<br>(Print Name)                            | _____<br>(Print Name)                   |
| _____<br>(Title)                                 | _____<br>(Title)                        |
| _____<br>(Federal Tax ID/CA Drivers License No.) |   |
| _____<br>(Date)                                  | _____<br>(Date)                         |

Incorporated Attachments: Exhibit A - Certificate of Instruction Form for Natural Gas Fueling  
Illustrative Attachments: Rate Schedule G-NGV2