Contract ID:	
Contract Name:	

# This Northern BUNDLED T GAS CONTRACT ("Contract"), made as of 1<sup>st</sup> day of

# BETWEEN:

### Enbridge Gas Inc.

hereinafter called "the Company"

#### - and -

## **CUSTOMER NAME**

hereinafter called "Customer"

- or -

End Users as listed in Schedule 3

hereinafter collectively referred to as "Customer"

- and -

### AGENT NAME

hereinafter called "Agent"

**WHEREAS** the intent of this Contract is for the Company to provide Services, on a bundled basis, whereby the Company receives daily quantities of Gas from Customer; and either stores or delivers Gas to Customer for the End User locations under Gas Distribution Contracts according to their respective Rate Schedule;

**AND WHEREAS** if applicable, Agent has represented and warranted that it has the authority and right to act as Agent for the End Users listed in Schedule 3.

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

# 1. <u>INCORPORATIONS</u>

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 Northern Bundled T Terms and Conditions contained in Schedule 2 subject to Section 12.18 of the Company's general terms and conditions applicable to Union Rate Zones ("General Terms and Conditions"); and
- c) End Use List in Schedule 3; and
- d) The latest posted version of the General Terms and Conditions subject to Section 12.18 of the General Terms and Conditions.

# 2. <u>PRELIMINARY AND CONTINUING CONDITIONS</u>

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 in accordance with the General Terms and Conditions; and

- b) Customer and the Company shall have executed, delivered and maintained in good standing the Gas Distribution Contract(s); and
- c) If required, Agent shall have a valid Gas Marketer's License as defined by the OEB Act and Regulations.

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

## 3. <u>CONTRACT TERM</u>

This Contract shall be effective from the date hereof. However, the Service, obligations, terms and conditions hereunder, shall commence on the Day of First Receipt. 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/Agent. Such Notice must be delivered at least three (3) months prior to the end of a Contract Year.

## 4. <u>SERVICES PROVIDED</u>

The Company agrees to provide Service under the terms and conditions as set out in this Contract and the referenced attachments. Service under this Contract shall be Firm for the quantities and Receipt Points as specified in Schedule 1.

## 5. <u>RATES FOR SERVICE</u>

Customer agrees to take and pay for Services herein according to the terms and conditions of the applicable Rate Schedule(s) and this Contract and the incorporations hereto.

### 6. <u>CONTRACT SUCCESSION</u>

This Contract replaces all previous Bundled T 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/Agent

Authorized Signatory

Authorized Signatory

Please Print Name

Please Print Name

Enbridge Gas Inc.