



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 17152-E

Canceling Revised Cal. P.U.C. Sheet No. 16104-E*

SAMPLE FORMS

Sheet 1

FORM 142-05210

ROLLING BLACKOUT REDUCTION PROGRAM CONTRACT

(06/04)

(See Attached Form)

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Advice Ltr. No. 1595-E

Decision No. _____

Issued by
Lee Schavrien
Vice President
Regulatory Affairs

Date Filed Jun 14, 2004

Effective Jun 14, 2004

Resolution No. _____



ROLLING BLACKOUT REDUCTION PROGRAM CONTRACT

This Contract is made and entered into by and between the following parties:

San Diego Gas & Electric Company, a California corporation, hereinafter referred to as "SDG&E" and _____ hereinafter referred to as "Customer", and jointly, or individually, referred to as "Parties" or "Party".

I. RECITALS

WHEREAS, Customer is herein requesting to take service on Schedule RBRP, Rolling Blackout Reduction Program on a voluntary basis without penalty.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

II. TERM

This Contract shall become effective when signed by both parties, and remains effective unless terminated sooner by the terms herein.

III. COMMITTED GENERATOR CAPACITY

Customer shall voluntarily reduce energy use by their Committed Generator Capacity amount identified below consistent with Schedule RBRP included herein.

(kW): _____

Customer agrees that Generation Output meters may be used to determine payment incentives under this schedule.

N
N

IV. ASSIGNMENT

Customer shall not assign this Contract without prior written consent of SDG&E.

V. DISPUTE RESOLUTION

Any dispute that cannot be resolved between the Parties shall be settled by means of conference, mediation, arbitration and/or litigation as provided for herein.

The first step in the dispute resolution process shall be a conference by which the dispute is referred to a designated officer of each party for resolution. If those two officers cannot reach an agreement within a reasonable period of time, the parties shall submit the dispute to mediation.

The second step in the dispute resolution process shall be mediation between the parties in accordance with the Commercial Rules of the American Arbitration Association. If the dispute is not resolved by the mediation, the parties shall submit the dispute to arbitration or litigation. Should the parties not agree on arbitration, either party may seek remedy in the Superior Court of the County of San Diego, California.

In any action in litigation to enforce or interpret any of the terms of this Contract, the prevailing party shall be entitled to recover, from the unsuccessful party, all costs, expenses, (including expert testimony) and reasonable attorney's fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing party.

VI. DISCLAIMER OF WARRANTY

No promise, representation, warranty, or covenant not included in this Contract has been, or is relied on by either Party. Each Party has relied on its own examination of this Contract, the counsel of its own advisors, and the warranties, representations, and covenants in the Contract itself.

VII. LIMITATION OF LIABILITY

The limitations of liability set forth below in this Section VII shall not apply to errors or omissions caused by willful misconduct, fraudulent conduct, or violations of law.

In no event shall SDG&E, its shareholders, directors, employees, agents or subcontractors (including, without limitation, suppliers of the System) (collectively "SDG&E Parties") be liable to Customer for any direct, indirect, consequential, special, incidental, or punitive damages under any other theories including, but not limited to, tort, contract, breach of warranty or strict liability for the design, manufacture, installation, operation, maintenance, performance or demonstration of the System. The System includes any metering, meter communication equipment, Internet communication software, energy demand management software and related goods and services. SDG&E shall not be responsible for any business loss, actual or implied, as a result of the partial or complete failure of the System to operate.

VIII. COMPLIANCE WITH LAWS

The parties shall comply with the terms and conditions of the RBRP tariff, attached hereto as Attachment A and incorporated herein by reference, and all, local, state and federal rules, regulations and laws.

IX. COMMISSION CONTINUING AUTHORITY

This Contract shall at all times be subject to the Commission and to any changes or modification that the Commission may, from time to time, direct in the exercise of its jurisdiction.

Notwithstanding any other provision of this Contract, either Party shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, or any rule, regulation, or agreement relating thereto.

IN WITNESS WHEREOF, SDG&E and Customer have executed this Contract:

Customer		San Diego Gas & Electric Company	
By	_____	By	_____
Title	_____	Title	_____
Date	_____	Date	_____

Included by attachment are:
Customer Contact Information
Customer Account Information
Schedule RBRP