



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21271-E

Canceling _____ Cal. P.U.C. Sheet No. _____

SAMPLE FORMS

Sheet 1

Form 165-1000

PARTICIPATING LOAD PILOT PROGRAM CUSTOMER CONTRACT

(06/09)

(See Attachment)

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(Continued)

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Advice Ltr. No. 2076-E-A

Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jun 10, 2009

Effective Jun 16, 2009

Resolution No. _____



Participating Load Pilot Customer Contract

This Customer Contract ("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 pursuant to Schedule PLP, the Participating Load Pilot ("Pilot"), a copy of which is attached hereto as Attachment C and incorporated herein by reference. Capitalized terms used herein but not defined herein shall have their meanings ascribed thereto in Schedule PLP.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

II. ELIGIBILITY

As a condition to participating in the Pilot, Customer shall meet the eligibility and qualification requirements set forth in Schedule PLP.

III. TERM

This Contract shall become effective when signed by both Parties, and remains effective unless terminated sooner by the terms herein. Customer must remain in the Pilot until December 31, 2009 ("Minimum Term"), unless (a) the Pilot or this Contract expires earlier or (b) as set forth in Section VI below. After the expiration of the Minimum Term, Customer may terminate this Contract and its participation in the Pilot by submitting to SDG&E written notification of such termination, which termination shall be effective on the date that is the later of (i) the beginning of the calendar month that is immediately after the expiration of the Minimum Term, and (ii) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after SDG&E receives such notification. Any such notification shall be delivered to SDG&E at the following address: SDG&E, 8335 Century Park Court, CP12E, San Diego, CA 92123.

IV. MONTHLY NOMINATION

Customer shall submit monthly Load Reduction Nominations whereby Customer shall nominate the amount of load reduction for each operational month of the term and shall allocate such Nominated Load Reduction among one or more Products, all as set forth in and in accordance with Schedule PLP. Customer commits to reduce energy use as nominated by Customer pursuant to each such monthly Load Reduction Nomination.

V. PAYMENT

The Parties shall invoice one another, and make such payments to one another, as set forth in and in accordance with Schedule PLP.

VI. AGGREGATOR

Customer may, at any time, elect to participate in the Pilot via an Aggregator by submitting a "Notice to Add, Change or Terminate a Third-Party Aggregator for Participating Load Pilot" (Form 165-1002) and designating an Aggregator therein. Customer must remain in the Pilot and with such designated Aggregator for the Minimum Term unless and until (a) the Pilot or this Contract expires or terminates prior to the expiration of the Minimum Term or (b) the Aggregator Contract to which such designated Aggregator is a party with SDG&E

terminates prior to the expiration of the Minimum Term, in which case the provisions of Rule 31 providing for such early termination of such Aggregator Contract shall control. Any change or termination of a designation of an Aggregator shall become effective the following month after receipt of a "Notice to Add, Change or Terminate an Aggregator for Participating Load Pilot" (Form 165-1002) setting forth such change or termination.

Participation in the Pilot via an Aggregator, including the designation and termination of such Aggregator and its services, shall be subject to the terms and conditions of Schedule Participating Load Pilot (PLP) and Electric Rule 31, Aggregators for Participating Load Pilot.

SDG&E must receive a signed "Authorization To: Receive Customer Information or Act on a Customer's Behalf" from Customer prior to releasing Customer's electric usage data to any designated Aggregator. Subject to Customer authorization, for each request to release customer-specific electric usage data, SDG&E will provide a maximum of the most recent twelve (12) month's customer electric usage data (or all data available if Customer has less than twelve (12) month's usage history) to Customer, or such designated Aggregator.

VII. ASSIGNMENT

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

VIII. DISPUTE RESOLUTION

Any dispute that cannot be resolved between the Parties shall be settled by the means set forth in Schedule PLP. 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 attorneys fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing party.

IX. 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.

X. LIMITATION OF SDG&E'S LIABILITY

The limitations of liability set forth below in this Section X 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 Utility System) (collectively "SDG&E Parties") be liable to Customer for any claims, losses, liabilities or damage (including 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 (i) the design, manufacture, installation, operation, maintenance, performance or demonstration of the Utility System, or (ii) the acts or omissions of, or the performance or non-performance of, Customer or any Aggregator designated by Customer pursuant to Section VI above under this Contract or any agreement between Customer and such Aggregator. The "Utility 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 Utility System to operate.

XI. COMPLIANCE WITH LAWS

The Parties shall comply with, and this Contract shall be subject to, the terms and conditions of Schedule PLP, and all applicable local, state and federal rules, regulations and laws, including, without limitation, if Customer designates an Aggregator pursuant to Section VI above, Rule 31, Aggregators for Participating Load Pilot (PLP).

XII. 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.

XIII. CONTACT INFORMATION

Customer's contact information for purposes of Customer's participation in the Pilot (including, without limitation, for purposes of Event notification) is set forth in Attachment A attached hereto and incorporated herein by reference.

XIV. ESSENTIAL CUSTOMER DECLARATION

I hereby state that I am the _____ (title) of _____ (company), and am authorized to make this declaration on behalf of my company at the following location:

Address _____

City _____

State California Zip _____

To the best of my knowledge, I understand that my company is considered an essential customer at the location stated above under the California Public Utilities Commission's rules and is exempt from rotating outages. I declare that I have voluntarily elected to participate in an SDG&E interruptible program for all or part of my electrical load based on adequate back-up generation or other means to interrupt load when requested by SDG&E, while continuing to meet my essential needs.

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

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

The following attachments are attached hereto and incorporated by reference:
Attachment A: Customer Contact Information
Attachment B: Customer Account Information
Attachment C: Schedule PLP

ATTACHMENT A
Participating Load Pilot
Customer Contact Information

Primary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Secondary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

ATTACHMENT B
Participating Load Pilot
Customer Account Information

Site #1

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #2

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #3

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #4

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #5

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Attach additional Customer Account Information sheets to this contract if required. (Sheet ____ of ____)

ATTACHMENT C
Participating Load Pilot
Schedule PLP