



Citizens Gas
 2020 N Meridian Street
 Indianapolis, IN 46202

GAS DELIVERY SERVICE AGREEMENT

Customer/Business Name:			Account Number:
Service Address:	City	State	Zip Code
Mailing Address:	City	State	Zip Code
Primary Contact:	Phone Number:	E-mail Address:	
Enrollment Type (circle one) New Third Party Supply Enrollment		Changing Suppliers	
Delivery Start Date (delivery will begin on the first of the month) Date:		Standard or Basic Delivery Service (circle one) Basic Standard	

3rd Party Supplier Information (if applicable)

3 rd Party Supplier's Name:			
Business Address:	City	State	Zip Code
Mailing Address:	City	State	Zip Code
Primary Contact:	Phone Number:	E-mail Address:	

Please fax or mail completed forms to:
 Citizens Gas
 Attn: Anne Payne
 2150 Dr. Martin Luther King Jr. St.
 Indianapolis, IN 46202
 Fax (317) 927-6011

TERMS & CONDITIONS OF THIS AGREEMENT

The Board of Directors for Utilities of the Department of Public Utilities of the City of Indianapolis, successor trustee of a public charitable trust doing business as Citizens Gas (the "Utility") and the End-Use Customer hereby agree as follows:

- Obligations of Utility.** The Utility agrees, in accordance with the terms of this Agreement, its Terms and Conditions for Gas Service and its Service Tariffs on file with the Indiana Utility Regulatory Commission (the "IURC"), to deliver Gas received by the End-Use Customer or its 3rd Party Supplier at the Utility's City Gate to the End-Use Customer's service address listed above through the Utility's Meters located at such service address.
- TERM.** This Agreement shall commence on the date specified above and shall continue for a period of one (1) year thereafter. This agreement shall automatically renew for successive one (1) year periods if the Utility does not receive written notice by the End-Use Customer of an intent not to renew at least thirty (30) days prior to the annual anniversary date of the Delivery Service start date listed above.
- 3rd Party Suppliers.** If the End-Use Customer chooses to purchase its Gas from a 3rd Party Supplier, the End-Use Customer agrees to purchase Gas solely from those 3rd Party Suppliers listed as approved suppliers by the Utility. The End-Use Customer shall immediately notify the Utility of any changes to its agreements and/or contracts with its 3rd Party Supplier.
- Duty to Provide Information and Best Efforts.** In the event the Utility requests, the End-Use Customer agrees to provide the Utility with copies of document(s) evidencing the End-Use Customer's obligation to purchase natural Gas, actual purchases of natural Gas and quantities of natural Gas transported on behalf of the End-Use Customer to the Utility's City Gate. In the event the Utility is unable to deliver the exact quantity of Gas received for the End-Use Customer's account during a given billing period, the Utility will attempt, on a best efforts basis, to deliver the remaining quantity in the next billing period.
- Customer Authorization.** The End-Use Customer authorizes the Utility to do any and all things both proper and necessary in establishing and administering the services agreed to herein including, but not limited to, disclosing the End-Use Customer's Gas usage information as appropriate.
- Notification.** Both the End-Use Customer and the Utility shall be responsible for promptly notifying the other should either be unable to perform pursuant to this Agreement. The End-Use Customer shall be responsible for notifying the Utility as promptly as possible, but in any event within two (2) calendar days, of the End-Use Customer's inability to receive such Gas for two (2) or more consecutive days.
- Utility Terms & Conditions.** All Gas delivered pursuant to this Agreement shall be subject to all applicable Utility Terms and Conditions for Gas Service and Service Tariffs on file with the IURC. Deliveries pursuant to this Agreement shall not alter or amend any applicable tariff classifications for Gas delivered by the Utility to such address pursuant to other contracts or agreements.
- Warranties.** The End-Use Customer agrees that it will and it hereby does warrant that it will at all times and place of delivery have good right and title to all volumes delivered on its behalf to the Utility, free and clear of all liens, encumbrances, and claims whatsoever; and that it will indemnify and save Utility harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said Gas, and/or adverse claims of any or all persons arising thereunder.

Date

Signature of Customer's Agent/Title

Date

Signature of 3rd Party Supplier/Title