



DEMAND BIDDING PROGRAM CONTRACT

This "Contract" is made and entered into by and between San Diego Gas & Electric Company, a California corporation, hereinafter referred to as "SDG&E" and _____, a Bundled, Direct Access or CCA Customer, hereinafter referred to as "Customer", and jointly, or individually, referred to as "Parties" or "Party".

RECITALS

WHEREAS, Customer is herein requesting to take service on SDG&E Tariff Schedule DBP, Demand Bidding-~~2012~~ Program ("Schedule DBP"), attached hereto as **Exhibit Attachment AC**, on a voluntary basis without penalty.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. TERM

This Contract shall become effective when fully executed by both parties. The "Effective Date" of the Contract shall be the date of signature by the last signing party. This Contract shall remain from the Effective Date through December 31st, ~~2012~~2014, unless terminated earlier according to the terms herein.

II. DEMAND REDUCTION BID

Pursuant to the terms of Schedule DBP, Customer shall voluntarily provide Demand Bids to SDG&E upon receipt of notice from SDG&E of a Demand Bidding Event (all as defined within Schedule DBP).

III. PROGRAM COMMITMENT

Schedule DBP is a demand/energy bidding program that offers incentives to non-residential customers for reducing energy consumption and demand during a specific Demand Bidding Event. Schedule DBP will end December 31, ~~2012~~2014.

Customer shall qualify for Schedule DBP if Customer is capable of providing at least a 5 MW load reduction based on its specific baseline. At the time of enrollment, Customer may choose to aggregate no more than 5 billable meters for the purposes of qualification and settlement. Customer shall reduce its energy consumption when requested at times when an SDG&E system emergency or statewide emergencies are declared by the California Independent System Operator (CAISO).

- Single Account
- Aggregate Accounts

- Account Numbers:
- 1.) _____
 - 2.) _____
 - 3.) _____
 - 4.) _____
 - 5.) _____

IV. ASSIGNMENT

Customer shall not assign this Contract without prior written consent of SDG&E. Any such assignment shall be automatically void.

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, both Parties agree that jurisdiction of any claim or suit hereunder shall be limited to the courts of appropriate jurisdiction located within the County of San Diego, State of California. Both Parties hereby submit to the exclusive personal jurisdiction of such courts.

Notwithstanding the foregoing, if Customer is a **federal governmental authority or agency**, jurisdiction of any claim or suit hereunder shall be heard within the courts of appropriate federal jurisdiction.

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, to the extent permissible by law or authorized by specific federal statutory authority, as applicable.

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. INDEMNIFICATION

Customer shall indemnify, defend and hold SDG&E and its current and future parent company, subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns ("SDG&E Parties") harmless for, from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses including without limitation, reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel) of any kind whatsoever (collectively, "Claims") resulting from or arising out of this Contract or Customer's participation in Schedule DBP, whether based upon negligence, tort, strict liability or otherwise, including but not limited to third party Claims of any kind. This indemnification obligation shall not apply only to the extent that any such Claims are caused by either the willful misconduct of SDG&E or by SDG&E's sole negligence.

Notwithstanding the foregoing, if Customer is a **federal governmental authority or agency**, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be determined in accordance with applicable law.

The provisions of this Section shall survive the termination of this Contract.

VIII. LIMITATION OF LIABILITY

In no event shall either Party, its shareholders, directors, employees, agents or subcontractors (including, without limitation, suppliers of the System) be liable to the other Party for any 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, even if reasonably foreseeable at the time of contracting. The System includes any metering, meter communications 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 communications systems to operate.

IX. COMPLIANCE WITH LAWS

Customer shall comply with the terms and conditions of Schedule DBP or Schedule DBP-E, whichever is applicable, and all local, state and federal rules, regulations and laws.

X. 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.

XI. DIRECT ACCESS CUSTOMER PARTICIPATION

Direct Access and CCA Customers are solely responsible for their legal commitments with their Energy Services Providers/Aggregators. SDG&E shall have no duty, liability or involvement in contract or assignment issues between Customer and its Energy Service Provider(s)/Aggregators.

IN WITNESS WHEREOF, SDG&E and Customer have executed this Contract as of the Effective Date.

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

The following attachments are attached hereto and incorporated herein by reference:

Attachment A: Customer Contact Information

Attachment B: Customer Account Information

Attachment C: Schedule DBP, Demand Bidding 2012 Program

**ATTACHMENT A
Demand Bidding Program
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: _____

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

ATTACHMENT B
Demand Bidding Program
Customer Account Information

Site #1

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____
Customer Committed Load Reduction _____

Site #2

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____
Customer Committed Load Reduction _____

Site #3

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____
Customer Committed Load Reduction _____

Site #4

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____
Customer Committed Load Reduction _____

Site #5

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____
Customer Committed Load Reduction _____

ATTACHMENT C
Demand Bidding Program
Schedule DBP