



**AGREEMENT FOR
CONTINUOUS NATURAL GAS
SERVICE**

This Agreement entered into this _____ day of _____, 2010 by and between SCANA Energy Marketing, Inc. (the "Company") and _____ (the "Landlord"), and will remain in effect for twelve (12) months with an automatic renewal unless cancelled in writing by either party thirty (30) days prior to end of a 12-month term.

Whereas, from time to time, the Company sells and delivers natural gas to Landlord's rental units;

Whereas, the Landlord is the owner, manager, or rental agent for certain rental units;

Whereas, the Landlord desires to establish accounts with the Company for Landlord-designated common areas and certain rental units during periods of time in which such rental units are not occupied by tenants; and

Whereas, nothing in this Agreement shall prevent a tenant from obtaining natural gas service from another natural gas marketer or provider.

Therefore, in consideration of the mutual benefits to be derived therefrom, the Company and Landlord hereby agree to the following terms and conditions for the provision of natural gas service by the Company.

1. **Rental Unit.** As used herein, the term "Rental Unit" refers to certain rental units owned and/or managed by Landlord which are listed on Exhibit A attached hereto and incorporated herein, until such time as they are deleted pursuant to provisions of this Agreement.
2. **Provision of Service**
 - a. During each period of time a Rental Unit is not occupied by a tenant, (an "Interim Period") (1) the Company will not discontinue gas service to the Rental Unit served by the Company, (2) the Company will establish an account related to such Rental Unit in the name of the Landlord as of the effective date of termination of service by the tenant or upon special request of the Landlord and (3) the Landlord will be the customer of the Company with respect to the sale and delivery of natural gas to such Rental Unit under the Company's applicable Rate Schedule.
 - b. Service provided by the Company hereunder is subject to all Terms and Conditions and Disclosure Statements of the Company and all applicable Rules and Regulations of the Georgia Public Service Commission (the "Rules").
 - c. The Landlord will be responsible for all fees associated with service during anytime that the Rental Unit appears in the Landlord's name. In the event the tenant does not establish service, the Landlord has the right to request the service to be discontinued to that Rental Unit; provided, **however, the Landlord will be responsible for all charges associated with that Rental Unit until such time as (1) the tenant establishes service, or (2) Landlord requests disconnection of service for that unit and Atlanta Gas Light Company ("AGL") completes the disconnection. Disconnection is dependent upon AGL's service schedule; therefore, a request date by Landlord and the date of disconnection by AGL may be different.**
 - d. The purpose of this Agreement is to provide for continuous natural gas service to be provided to Landlord-designated common areas and the Rental Units during periods of time the units are not occupied by tenants. This Agreement does not limit or otherwise affect the rights of the Company to discontinue or terminate natural gas service to a Rental Unit pursuant to the terms and provisions of the Rules, nor does this Agreement limit or otherwise affect the liability to the Company of any person who is or has been a tenant of a Rental Unit.

- e. AGL, its employees, and agents are not agents or employees of the Company. AGL, its employees, and agents are responsible for their own actions and the Company shall not be liable for the acts or omissions of AGL, its employees, or agents. AGL is solely responsible for the natural gas while it is in the AGL's system between the Delivery Point and the point of delivery to the Retail Customer and bears sole liability for all injury or damage caused thereby.
3. **Continuing Service in the Event of Nonpayment by Tenant.** During those periods subsequent to a tenant's service being discontinued by the Company due to nonpayment, the Landlord agrees to specifically request the establishment of natural gas service in the Landlord's name. In the event that the Landlord makes such a request, the Landlord will not be charged a reconnection or service establishment fee; however the Landlord will be responsible for all fees associated with the Rental Unit during the time that the unit appears in the Landlord's name.
4. **Representations by Landlord.** For each Rental Unit in which the Landlord establishes service, the Landlord hereby warrants and represents to the Company that such Rental Units are not occupied by tenants and the Landlord is authorized to establish service.
5. **Deleting Units.** In the event a Rental Unit is deleted from the Agreement, the following provisions apply.
 - a. **The Landlord** will provide the Company with not less than ten (10) business days written notice to delete a Rental Unit from the Agreement.
 - b. Deleting a Rental Unit from the Agreement will not initiate a turn-off order for the unit. The Company will continue to bill service for the unit until such time as the Landlord or tenant requests a turn-off order, or receives a switch transaction from AGL.
 - c. If a property or partial property covered by this Agreement is sold or transferred, it is the Landlord's responsibility to notify the Company as set forth above. In the event that the Landlord fails to properly notify the Company, the Landlord will continue to be responsible for all charges of service as billed by the Company under Landlord's name. The Company will not backdate any Landlord accounts where the Landlord fails to provide proper notification that the property or partial property has been sold.
6. **Addition of Units.**
 - a. Within ten (10) business days of the Company's receipt of a notice the Company will add such units to the list of Rental Units subject to the terms of this Agreement; provided, however, that the Company shall have no obligation to add units to the list of Rental Units unless the Company receives the notice as required by this Agreement. Once a unit has been added to the list of Rental Units in accordance with this Agreement, it shall remain a Rental Unit until it is removed from the list of Rental Units in accordance with this Agreement.
 - b. The addition of a Rental Unit to the Agreement does not initiate a turn-on.
 - c. In the event that a Rental Unit requires a physical turn-on for service in the Landlord's or the tenant's name, the Landlord or tenant will notify the Company and request the turn-on.
7. **Service Discontinued by Tenant.**
 - a. In the event that a tenant occupying a Rental Unit that is served by the Company requests the Company to discontinue service at such Rental Unit, the Company will establish an account in the name of the Landlord as set forth above.
 - b. A tenant occupying a Rental Unit (that is served by the Company) is responsible for all charges billed until such time as the tenant contacts the Company for a turn-off. The tenant will remain responsible for all charges associated with that unit until such time as AGL completes the disconnection. Disconnection is dependent upon AGL's service schedule; therefore, a request date and the date of disconnection by AGL may be different. The Company will not backdate any billing where the tenant failed to contact the Company with a turn-off request prior to a move-out date.

- 8. **Indemnification.** The Landlord agrees to defend, indemnify and hold harmless the Company against any loss, cost, damage or expense incurred by the Company as a result of (1) any failure by Landlord to provide the written notices as set forth above, and (2) any breach by Landlord of the representations and warranties set forth above .
- 9. **Seasonal Turn-off.** The Landlord agrees that the Landlord will not request that the Company turn off natural gas service to Rental Units on a temporary, seasonal basis. The Company shall have no obligation to comply with any request from the Landlord for a seasonal turn-off.
- 10. **Term and Termination.** This Agreement shall remain in effect until terminated by either party as provided in this Agreement. Where the Agreement is terminated, but Rental Units are not switched by a new provider to the new provider for service, the Landlord or tenant will continue to be responsible for all costs billed by the Company.
- 11. **Notice.** All notices provided for herein shall be in writing and shall be addressed as follows:

If to the Company:

SCANA Energy Marketing, Inc.
 3344 Peachtree Road
 Suite 2150
 Atlanta, GA 30326
 ATT: CONTINUOUS GAS SERVICE
 Phone: (404) 760-6231
 Fax: (404) 846-8304

If to the Landlord:

- 12. **Severability.** The invalidity of any portion, provision or paragraph of this Agreement shall not affect or render invalid any other portion, provision or paragraph of this Agreement.
- 13. **Assignability.** This Agreement may be assigned by Landlord; provided, however, that the Landlord shall provide forty-five (45) days prior written notice of any such assignment to the Company, and the Company provides written consent of assignment by Landlord. The duties, obligations, rights and remedies under this Agreement are in addition to and not in limitation of those otherwise imposed or available by law.
- 14. **Entire Agreement.** This Agreement, including its exhibits and addendums, sets forth the entire understanding between the parties with respect to the subject matter hereof and may not be modified, changed, or amended, except by a writing signed by the party sought to be bound.
- 15. **Amendment.** Company reserves the right to amend this Agreement to reflect any material revisions made to any applicable statute, rule or regulation, AGL's tariffs, the Company's Terms and Conditions and/or Disclosure Statements by the Georgia Public Service Commission, the Federal Energy Regulatory Commission, any legislative body, AGL, or the Company.
- 16. **Payment Terms.** Landlord shall pay Company within twenty (20) days following the billing date of Company's invoice where individual premise bills are rendered. Master bills may be subject to alternate terms as determined by the scope of sub-account billing cycles and must be paid by the due date appearing on the master bill. A late fee equal to the greater of (a) \$10.00, or (b) 1.5%, will be applied to previously unpaid balances per month. The late fee is subject to change. In the event that a Landlord fails to pay bills associated with accounts in Landlord's name, the Company may terminate this Agreement, without being subject to the termination notice as described in Section 11 Term and Termination, or implement credit action on past due accounts. All Rental Units/accounts in the Landlord's name will be eligible for disconnection.
- 17. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Company and the Landlord have each caused this Agreement to be executed by their fully authorized representatives on the day and year first set forth above.

LANDLORD (Signature)

SCANA Energy Marketing, Inc.

(Office Use Only)

Printed: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT A

Continuous Service Agreement Information

LANDLORD INFORMATION:

- 1. Landlord/Business Name _____
- 2. Contact Person _____
- 3. Business Phone _____
- 4. Home Phone _____
- 5. Mailing Address _____

- 6. E-mail address:
*(To be notified once agreement
has been received)* _____

RENTAL UNIT INFORMATION (Use separate sheet if needed)

- 1. Street Address _____
City, State, Zip _____
- 2. Street Address _____
City, State, Zip _____

*****Review & Sign Below. Please keep a copy for your records. *****

Things to consider before setting up a continuous gas agreement...

On “Exhibit A” list the name of how the contract should read. If you turn on gas under a different name, SCANA Energy will not recognize the account as being part of your continuous gas agreement, so please refer to your contract name when setting up gas service at new locations. In the case of husband & wife, only one name can be listed as a contract name.

Addition of units to Continuous Gas Agreement

- Adding a unit to a Continuous Gas Agreement does not turn on a unit if the unit is physically off. You must request the turn on, if required, by calling SCANA Customer Service 1-877-467-2262. Please note that you will be charged a one-time connection fee if you connect service.
- To add a unit to an existing Continuous Service Agreement you must e-mail your request to Nikia Vassell (nikia.vassell@scana.com) or fax a letter to Nikia Vassell at 404-846-8304.

Deleting a unit from Continuous Gas Agreement

- Deleting a unit from a Continuous Service Agreement will not initiate a turn off order. You must request a landlord disconnect (if you want the gas physically disconnected) by calling 1-877-467-2262.
- To delete a unit from an existing Continuous Service Agreement you must e-mail your request to Nikia Vassell (nikia.vassell@scana.com) or fax a letter to Nikia Vassell at 404-846-8304.
- **If Landlord sells property, landlord must notify SCANA Energy in writing with a minimum of 10 business days in advance of closing date.**

Billing and Payment

- Landlord is responsible for full bill as received from SCANA Energy. Where resident fails to establish service, or turns off gas prematurely, landlord will continue to be responsible for full payment until such time that resident activates service. **Landlord must recover costs directly from resident.** SCANA Energy will not backdate or back bill a resident to remove charges from a landlord’s vacant bill.
- SCANA Energy’s payment terms are Net 20. SCANA Energy will assess late fees and implement credit action on past due accounts.

Landlord’s Signature _____ Date _____