



RETAILER DISTRIBUTION SERVICE CONTRACT

Contract No. _____

RETAILER DISTRIBUTION SERVICE CONTRACT

THIS RETAILER DISTRIBUTION SERVICE CONTRACT
(Contract)

made as of _____, _____, _____
Month Day Year

BETWEEN:

[RETAILER], a body corporate, carrying on business
in the Province of Alberta (hereinafter called the Retailer),

OF THE FIRST PART,

- and -

APEX UTILITIES INC.
a body corporate, carrying on business
in the Province of Alberta,
(hereinafter referred to as Apex),

OF THE SECOND PART,

WHEREAS:

- a) Apex owns and operates a Gas Distribution System within the Province of Alberta; and
- b) The Retailer, on behalf of itself and each Customer, has requested Apex provide Gas Distribution Service for the purpose of serving each Customer,

in consideration of the rights and obligations of Apex and the Retailer (the Parties) set forth in this Contract, the Parties covenant and agree:

**ARTICLE 1
RATE SCHEDULE AND
RETAILER DISTRIBUTION SERVICE RULES**

- 1.1 The Retailer acknowledges receipt of a current copy of Apex's Rate Schedule, attached as Schedule A to this Contract, and agrees the Rate Schedule, as amended from time to time and approved by the Alberta Utilities Commission (the Commission), forms an integral part of this Contract.
- 1.2 The Retailer acknowledges receipt of a current copy of Apex's Retailer Distribution Service Rules, attached as Schedule B to this contract, and agrees the Retailer Distribution Service Rules, as amended from time to time and approved by the Commission, forms an integral part of this Contract.

**ARTICLE 2
DEFINITIONS**

- 2.1 The words, terms, and phrases used in this Contract will, unless the context otherwise requires, have the meanings given to them in the *Gas Utilities Act R.S.A. 2000 c. G-5* and Apex's Retailer Distribution Service Rules.

**ARTICLE 3
RETAILER REPRESENTATIONS**

- 3.1 The Retailer represents, covenants and warrants, to and with Apex, at all relevant times during the term of this Contract:
- 3.1.1 The Retailer is, and has been, complying with each of the conditions set forth in Article 4 of this Contract;
- 3.1.2 Except where a Customer is a signatory to this Contract (a Self-Retailer), each Customer has appointed the Retailer as its retailer under an agency agreement in accordance with the *Gas Utilities Act* and, as such, the Retailer has full power and authority to take responsibility for all matters relating to the Customer's Gas Services arrangements and, without limiting the generality thereof, to negotiate, establish, document, implement, operate, perform, terminate and amend all matters relating to the Customer's Gas Services arrangements on behalf of the Customer;
- 3.1.3 The Retailer has entered into all contracts, agreements and arrangements necessary to secure the Gas Services necessary to satisfy the Retailer's obligations under this Contract;
- 3.1.4 In the event of a disruption of any Gas supply, the Retailer will immediately cause an alternative supply to be available;
- 3.1.5 A failure by the Retailer to supply Gas in accordance with the Retailer Distribution Service Rules is subject to the terms and conditions of the Retailer Distribution Service Rules.

ARTICLE 4 CONDITIONS

- 4.1 Apex has no obligation to provide Gas Distribution Service if, and to the extent, the Retailer fails to comply with all the conditions prescribed by the *Gas Utilities Act*, the Retailer Distribution Service Rules and each of the following conditions:
- 4.1.1 The Retailer is responsible for providing accurate and timely Customer Information to Apex in an electronic format pursuant to Rule 028.
 - 4.1.2 Should the Retailer become aware of any change in Customer Information during the term of this Contract, the Retailer is responsible for informing Apex of the change, pursuant to Rule 028, as soon as reasonably practical in the circumstance and, in any event, within five (5) Business Days of the Retailer becoming aware of the change.
 - 4.1.3 The Retailer understands and agrees Gas Distribution Service provided under this Contract is provided solely for the Retailer's use and for the Customers identified to Apex in accordance with this Article 4.1. The Retailer may not use the Gas Distribution Service provided by Apex for any other purpose.
 - 4.1.4 If the Retailer becomes aware, at any time, of any Customer using Gas Services provided by the Retailer or Gas Distribution Service provided by Apex in a manner inconsistent with the Retailer Distribution Service Rules, and/or potentially creating safety, health or environmental concerns or damage to the Gas Distribution System, the Retailer must immediately notify Apex of such circumstances.
 - 4.1.5 In providing service to any Customer, the Retailer may not damage or interfere with, or otherwise disturb, alter or tamper with the Gas Distribution System. The Retailer must notify Apex immediately of any problem or defect relating to the Gas Distribution System the Retailer discovers or has brought to its attention.
 - 4.1.6 The Retailer understands and agrees Apex will not perform billing or collections activities on its behalf, unless specified by separate contract. The Retailer agrees to pay all amounts due and owing to Apex in accordance with the Retailer Distribution Service Rules, regardless of any billing or collection disputes the Retailer may have with any Customer.
 - 4.1.7 The Retailer agrees to comply with all prudential requirements pursuant to the Retailer Distribution Service Rules and the *Natural Gas Billing Regulation A.R. 185/2003*, as amended.
 - 4.1.8 The Retailer agrees to comply with all billing requirements, including displaying Apex's emergency contact phone number on Customer bills, pursuant to the *Natural Gas Billing Regulation A.R. 185/2003*, as amended; and
 - 4.1.9 The Retailer will continue to satisfy all conditions prescribed by the *Gas Utilities Act* and this Article 4.1 for Gas Services arrangements.

**ARTICLE 5
RECEIPT POINTS**

- 5.1 The Point of Receipt for Gas delivered by the Retailer to Apex pursuant to this Contract must be via a TC Energy (NOVA) Inventory Transfer (NIT).

**ARTICLE 6
GAS SUPPLY**

- 6.1 The Retailer will, at all times, have the obligation to comply with Gas balancing requirements specified in the Retailer Distribution Service Rules.

**ARTICLE 7
PRICE**

- 7.1 Apex will invoice the Retailer, who is a signatory to this Contract, for all applicable rates, tolls, charges and federal and provincial taxes as specified in Apex's Rate Schedule, as amended from time to time and approved by the Commission, and the Retailer agrees to pay such invoices in accordance with the Retailer Distribution Service Rules.
- 7.2 Payment terms will be as specified in the Retailer Distribution Service Rules.

**ARTICLE 8
TERM**

- 8.1 Apex may terminate this Contract:
- 8.1.1 If any one or more of the conditions in Articles 3 or 4 of this Contract has not been, or is not being, complied with; or
 - 8.1.2 In accordance with the terms and conditions specified in the Retailer Distribution Service Rules.
- 8.2 This Contract will terminate on any terms and conditions as may be prescribed by the Commission pursuant to the *Gas Utilities Act*.
- 8.3 If Apex terminates a Service Agreement with respect to a Customer, this Contract will terminate insofar, and only insofar, as it applies to that Customer, unless the Customer is a Self-Retailer, in which case this Contract will fully terminate.
- 8.4 This Contract is subject to all applicable legislation, including the *Gas Utilities Act* and the regulations made thereunder, and all applicable orders, rulings, regulations and decisions of the Commission or any other regulatory authority having jurisdiction over Apex.

**ARTICLE 9
ADDRESS FOR NOTICES**

9.1 Until notified otherwise in writing, payments by, or on behalf of, the Retailer to Apex must be made or delivered to the following address:

APEX UTILITIES INC.
5509 45 Street
Leduc, Alberta
T9E 6T6

Attention: Accounts Receivable

9.2 All other notices must be made or delivered to one of the following addresses:

APEX UTILITIES INC.
5509 45 Street
Leduc, Alberta
T9E 6T6

Attention: Director, Regulatory

Retailer: [the Retailer]
Address
City, Province
Postal Code

Attention:
Retailer ID No.:
Telephone: ()
Fax: ()

9.3 Either party may change its address by giving written notice to the other.

**ARTICLE 10
GENERAL**

10.1 Neither party may disclose any Confidential Information obtained pursuant to this Contract to any person, without the express prior written consent of the other party. As used in this Article, the term "Confidential Information" will include all business, financial and commercial information pertaining to the Parties, Customers of either Party, suppliers of either Party, personnel of either Party or any trade secrets and other information of a similar nature.

10.2 Notwithstanding the preceding paragraph, a receiving party may disclose Confidential Information to any governmental, judicial, or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided:

(a) such Confidential Information is submitted under the applicable provision, if available and permitted, for confidential treatment by such governmental, judicial or regulatory authority; and

(b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement and an opportunity to make representations, to the extent permissible, to the relevant governmental, judicial or regulatory authority concerning the confidential nature of the information and/or the requirement for such information to remain confidential.

- 10.3 Subject to Article 19.4 of the *Retailer Distribution Service Rules*, this Contract will bind and enure to the Parties' respective successors and assigns. However, any assignment will not release either Party from such Party's obligations under this Contract without the written consent of the other Party to such release. Consent to such release may not be unreasonably withheld.
- 10.4 If any provision of this Contract, or the application thereof, is, to any extent, held invalid or unenforceable, the remainder of this Contract and the application thereof, other than those provisions held invalid or unenforceable, will remain unaffected and will continue in full force and effect and will be enforceable to the fullest extent permitted by law or in equity.
- 10.5 This Contract may be signed in counterparts and each counterpart will constitute an original document and each counterpart, taken together, will constitute one and the same instrument. Counterparts may be executed either in original, facsimile or electronic form and the parties adopt any signatures received by a receiving fax machine or email transmission as original signatures of the parties.

IN WITNESS WHEREOF this Contract has been properly executed by the Retailer (or Self Retailer) and Apex as of the date first written above.

APEX UTILITIES INC.

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

[RETAILER]

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

SCHEDULE A
APEX UTILITIES INC.
RATE SCHEDULES

SCHEDULE B
APEX UTILITIES INC.
RETAILER DISTRIBUTION SERVICE RULES