

## **ITS AGENT AGREEMENT**

The undersigned Shipper hereby designates the undersigned Agent as its Agent to perform the following identified (*i.e.*, marked with an “X”) obligations of Shipper under Shipper’s Gas Transportation Agreement(s) with Peoples Gas System (“PGS”):

- Invoicing/Payment
- Nominations
- Monthly Imbalance Resolution
- Alert Day Volume Aggregation and Alert Day Penalty Responsibility

Shipper, Agent and PGS hereby agree, for all purposes relating to the functions identified above, that:

1. The designation by Shipper of Agent as Shipper’s Agent shall be effective as of the beginning of the Day commencing on \_\_\_\_\_.
2. Shipper agrees that it may designate only one agent however, that agent may perform one or several of the functions listed above.
3. PGS has the right to rely on any written or verbal communication from Agent, and any communications by PGS to Agent shall be deemed notice to Shipper.
4. Agent shall perform the functions identified above in a manner consistent with PGS’s Natural Gas Tariff on file with the Florida Public Service Commission, as the same may be amended from time to time.
5. Alert Day penalties imposed on the ITS Customer Pool of which Shipper is a part shall be paid by Agent; provided, however, that if Agent fails to pay such penalties within sixty (60) days after the date on which they are imposed by PGS, Shipper shall be responsible for, and pay to PGS, such Alert Day penalties (if any) as would have been payable by Shipper for such Alert Day in the absence of this Agreement.
6. Shipper shall remain liable to PGS (a) with respect to any act or omission of Agent in the performance of the functions identified above and, (b) to the extent not paid by Agent for the ITS Customer Pool of which Shipper is a part, all charges arising under the Gas Transportation Agreement(s) between PGS and Shipper. Shipper shall indemnify, hold harmless and defend PGS from and against any and all acts or omissions of Agent.

<b>SHIPPER INFORMATION</b> (Full Company Legal Name)	<b>AGENT INFORMATION</b>
<b>SHIPPER:</b>	<b>AGENT:</b>
<b>DUNS NO:</b>	<b>DUNS NO:</b>
<b>PGS ACCOUNT NO:</b>	<b>PGS ACCOUNT NO:</b>
<b>MAILING ADDRESS:</b>	<b>MAILING ADDRESS:</b>
<b>CITY:</b>	<b>CITY:</b>
<b>STATE AND ZIP CODE:</b>	<b>STATE AND ZIP CODE:</b>
<b>CONTACT PERSON:</b>	<b>CONTACT PERSON:</b>
<b>TELEPHONE NO:</b>	<b>TELEPHONE NO:</b>
<b>FAX NO:</b>	<b>FAX NO:</b>
<b>E-MAIL:</b>	<b>E-MAIL:</b>

**SIGNED BY:** \_\_\_\_\_ **SIGNED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ACCEPTED FOR PGS BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Faxed or e-mail the fully executed agreement to the following:**

**Fax number: (813) 228-1133 or E-mailed to: SSESSA@TECOENERGY.COM**