



Copies of the official tariff sheets are available at offices providing service under the tariffs, and at the offices of the Minnesota Public Utility Commission (“Commission”). The information available here attempts to be materially the same, but should there be any conflicts or discrepancies, in all cases the official tariffs on file with the Commission will take precedence over these documents.

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**MINNESOTA ENERGY RESOURCES CORPORATION
NATURAL GAS SALES AGREEMENT**

This Natural Gas Sales Agreement (“Agreement”) is made and effective by and between Minnesota Energy Resources Corporation (“MERC” or “Company”) and _____ (“Customer”).

It is hereby agreed as follows:

1. **Availability and Description of Services.** Company hereby agrees to sell and deliver and customer hereby agrees to purchase and receive natural gas at the location(s) and accounts listed in Appendix A. The natural gas shall be used by the Customer for the following specific uses: _____.

2. **Applicable Tariffed Rate.** Customer shall elect from the following tariffed services, as referenced from Company’s Tariff and Rate Book, Section 5.0, subject to Company approval for the accounts listed in Appendix A nominating firm/interruptible service.

Applicable Tariffs if Customer supplied by Northern Natural Gas:

Rate Schedule NNG Interruptible Services	Rate Schedule NNG Firm/Interruptible Service
Commercial & Industrial Interruptible Class 1	Commercial & Industrial Firm/Interruptible Class 1
Commercial & Industrial Interruptible Class 2	Commercial & Industrial Firm/Interruptible Class 2
Commercial & Industrial Interruptible Class 3	Commercial & Industrial Firm/Interruptible Class 3
Commercial & Industrial Interruptible Class 4	Commercial & Industrial Firm/Interruptible Class 4
Commercial & Industrial Interruptible Class 5	Commercial & Industrial Firm/Interruptible Class 5
Rate Schedule NNG Agricultural Grain Dryer Service	Rate Schedule NNG Firm/Interruptible Service
Agriculture Grain Dyer Class 1	Agriculture Grain Dyer Firm/Interruptible Class 1
Agriculture Grain Dyer Class 2	Agriculture Grain Dyer Firm/Interruptible Class 2
Agriculture Grain Dyer Class 3	Agriculture Grain Dyer Firm/Interruptible Class 3
Rate Schedule NNG Electric Generation Service	Rate Schedule NNG Firm/Interruptible Service
Electric Generation Class 1	Electric Generation Firm/Interruptible Class 1
Electric Generation Class 2	Electric Generation Firm/Interruptible Class 2



Applicable Tariffs if Customer supplied by Viking Gas Transmission, Great Lakes Gas Transmission, and Centra Pipeline in MERC's Minnesota Service Area:

Rate Schedule Consolidated Interruptible Services	Rate Schedule Consolidated Firm/Interruptible Service
Commercial & Industrial Interruptible Class 1	Commercial & Industrial Firm/Interruptible Class 1
Commercial & Industrial Interruptible Class 2	Commercial & Industrial Firm/Interruptible Class 2
Commercial & Industrial Interruptible Class 3	Commercial & Industrial Firm/Interruptible Class 3
Commercial & Industrial Interruptible Class 4	Commercial & Industrial Firm/Interruptible Class 4
Commercial & Industrial Interruptible Class 5	Commercial & Industrial Firm/Interruptible Class 5
Rate Schedule Consolidated Agricultural Grain Dryer Service	Rate Schedule Consolidated Firm/Interruptible Service
Agriculture Grain Dyer Class 1	Agriculture Grain Dyer Firm/Interruptible Class 1
Agriculture Grain Dyer Class 2	Agriculture Grain Dyer Firm/Interruptible Class 2
Agriculture Grain Dyer Class 3	Agriculture Grain Dyer Firm/Interruptible Class 3
Rate Schedule Consolidated Electric Generation Service	Rate Schedule Consolidated Firm/Interruptible Service
Electric Generation Class 1	Electric Generation Firm/Interruptible Class 1
Electric Generation Class 2	Electric Generation Firm/Interruptible Class 2

3. **Terms of Sale.** Natural gas sold and delivered hereunder shall be furnished in accordance with Company's Tariffs, including General Rules, Regulations, Terms and Conditions, and all applicable regulations, terms and conditions of service as filed with the Minnesota Public Utility Commission, as modified from time to time by Company (and which by this reference are made a part hereof). Customer may inspect or obtain a copy of such rates, regulations, terms and conditions upon request.

It is specifically agreed that Company shall have the right to make and to file with the regulatory authority of the state in accordance with the rules and regulations of such regulatory authority and the applicable statutes of the state, such changes in rates and new rates or rate schedules as are required to enable Company to recover its cost of service including a fair return.

4. **Nature of Sale.** Based on the Customer's election of tariffed service, certain portions of the delivery of natural gas may be firm gas and other portions of the delivery and supply may be interruptible.



- a. Firm Service (“Daily Firm Nomination”). All Daily Firm Nomination quantities will be considered first through the customer’s meter on each gas day, which begins at 9:00am (Central Clock time). If a partial day curtailment is called, the customer’s Daily Firm Nomination will be prorated by, and applied to, the number of hours remaining in the gas day when the curtailment goes into effect. A partial day curtailment means a curtailment that is effective any time other than 9:00am (Central Clock time). The Daily Firm Nomination of gas to be supplied and delivered hereunder shall be indicated in Appendix A in therms and shall be the maximum volume of gas the Company is obligated to supply and deliver to the Customer on any day. To maintain the integrity of Company’s natural gas system, Daily Firm Nominations may be curtailed as provided for in Section 8.00 of the Company’s General Rules, Regulations, Terms and Conditions. A Customer selecting a purely interruptible rate will not be eligible during the term of this Agreement for firm service unless otherwise permitted by the Company in accordance with Section 6 of this Agreement.
- b. Interruptible Service. All volumes above nominated Daily Firm Nomination quantities shall be on an interruptible basis. Interruptible Service is subject to curtailment or interruption whenever required by Company or its supplier for the protection of deliveries of firm gas or deliveries of other gas carrying a higher priority than that delivered hereunder as indicated and described within the Company’s Tariffed Rate, General Rules, Regulations, and Terms and Conditions of Service. Customer must: (1) have and maintain adequate standby facilities and have available sufficient fuel supplies to maintain operations during periods of curtailment; or (2) agree to curtail the use of interruptible gas on one hour’s notice when requested by Company.

Any volume of gas exceeding the designated Daily Firm Nomination, as indicated in Appendix A, taken by a customer after one hour of when Company has notified Customer of curtailment or interruption ordered hereunder shall be considered unauthorized volumes. If a customer fails to discontinue use of gas within one hour of such request, the customer will be deemed to have taken unauthorized gas. Company shall have the right to shut off customer’s supply of gas in the event of failure to discontinue use after such request. Customer’s usage of unauthorized volumes is subject to penalties for unauthorized use in accordance with Company’s tariffs. Such charge will be in addition to the normal rate for volumes consumed unless such volumes were taken because of a *force majeure* operating situation. A *force majeure* operating situation is defined as a situation involving unintentional runaway takes of gas directly resulting from fire, flood, earthquake, storm, impact by a falling or out-of-control object, explosion, riot, vandalism, war or insurrection. In the event of a *force majeure* operating situation, Customer shall notify Company at once and shall furnish proof in writing that the taking of such unauthorized volumes was a direct result of the *force majeure* operating situation.



The payment for unauthorized volumes shall not give Customer the right to take unauthorized volumes, nor shall such payment exclude or limit any other remedies, including the discontinuance and disconnection of service, available to Company against the Customer for failure to comply with its obligation to stay within its authorized limitations.

Regardless of whether Customer has standby facilities, Customer must fully suspend all interruptible natural gas usage within one hour of being requested to do so by the Company. Customer is solely responsible to install, maintain, and test any standby systems. The Company bears no responsibility for the evaluation or operation of Customer's standby facilities. Failure of Customer's standby facilities, failure to obtain adequate alternative fuel supplies, failure to provide the Company with correct or updated contact information, or a failure to appropriately verify or correct for errors in contact information on file with the Company shall not be considered justification for disregard of curtailment orders. Company may shut off gas to any customer who fails to comply with a curtailment order.

5. **Delivery Pressure.** Delivery of natural gas by Company shall be at such varying pressures as may exist under operating conditions in the pipeline of Company at the point of delivery.

6. **Term.** This Agreement shall become effective on _____, 20____, and shall continue in effect until _____, 20__, and unless terminated on such date, shall continue in effect thereafter until cancelled by either party on ninety (90) days' prior written notice, subject to applicable conditions regarding transfer of service.

7. **Request to Transfer Service or Modify Daily Firm Nomination.** Customer agrees to be subject to the terms of the services herein for the period November 1 through October 31. Customer may not transfer to non-interruptible service or modify Daily Firm Nominations until the next November 1st and must notify the Company in writing at least ninety days prior to the transfer or proposed modification in Daily Firm Nomination. Customer shall fill out a Notice of Intent to Switch Natural Gas Services form and submit it to the Company for a proposed transfer or modification in Daily Firm Nomination. Such transfer or modification in Daily Firm Nomination will only be approved by the Company if the Company is able to arrange adequate additional firm gas supplies, transportation and distribution resources to meet the needs imposed on its system by the Customer, without jeopardizing system reliability or increasing costs for its other customers. If Customer faces unforeseen circumstances that were not known ninety days prior to November 1, Customer may request a waiver of the notice requirement to allow Customer to transfer or modify Daily Firm Nomination. The Company has sole discretion to grant or deny such a request and may only grant such a request if the Company determines that (1) unforeseen circumstances prevented Customer from timely requesting to transfer service,



(2) adequate gas supply and interstate pipeline capacity is available to serve Customer, and (3) the waiver will not result in any detriment to existing system sales customers. If the Company waives the notice requirement, the Company may require the customer to pay an exit fee to recover the costs related to a switch to or from service under this rate schedule. This exit fee may include, but is not limited to, any above market gas commodity costs, any interstate pipeline transportation and/or storage costs, and any other demand costs.

8. **Billing and Payment.** Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment.

The bill shall be considered rendered to Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. Bills become delinquent if not paid within seventeen (17) days after rendering of the bill. When Customer payments are made by mail, bills will be considered as having been paid on the date of mailing as shown by postmark.

Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than seventeen (17) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. Mail payments are considered to have been paid on the date of the postmark. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

9. **Notices.** Notices to Company under this Agreement shall be addressed to it at its State office at Minnesota Energy Resources Corporation, 2685 145th Street West, Rosemount, MN 55068, and notices to Customer, including notices of interruption as specified in Company's tariff terms and conditions, shall be directed to:

Title of person to be notified: _____

Telephone Number: _____

Address: _____

Either party may change its address or person to receive notice under this section at any time upon written notice.



The Company utilizes a curtailment notification system to notify customers if they are required to curtail their natural gas usage. Customer must fully suspend the use of all interruptible gas volumes on one hours' notice. It is Customer's sole responsibility to notify MERC of any changes in the contact information to be used for curtailment notifications. If you fail to notify the Company of an update and as a result, fail to fully comply with a curtailment order, you will be charged the full penalty for any unauthorized gas usage.

10. **Succession and Assignment.** This Agreement and each of its terms shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

11. **Regulatory Commission Authority.** This Agreement is subject to, and conditioned upon, Company and/or its supplier, securing the necessary approval of any regulatory authorities having jurisdiction, for the sale of the natural gas contemplated hereunder, and the construction and operation of the necessary facilities required to deliver said natural gas.

12. **Entire Agreement.** This Agreement and Company's Tariffed Rates, General Rules, Regulations, and Terms and Conditions of Service constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter. In the event of any conflict between the terms of this Agreement and the Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service, the Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service shall control. The parties have executed this Agreement as evidenced by their signatures below.

“Company”

“Customer”

Minnesota Energy Resources Corporation
 (“MERC”)

(print name)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX A. CUSTOMER ACCOUNT, LOCATION, AND DAILY FIRM NOMINATIONS

Address	Account Number	Applicable Tariff	Daily Firm Nomination (daily/therm)



MINNESOTA ENERGY RESOURCES CORPORATION TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (“Agreement”) is made and effective by and between Minnesota Energy Resources Corporation (“MERC” or “Company”) and _____ (“Customer”).

Whereas, Customer has obtained or will obtain supplies of natural gas and desires Company to receive such natural gas and transport and deliver such gas to Customer, and to provide certain other related services to Customer; and

Whereas, Company is willing to provide natural gas transportation and related services to Customer, subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, Company and Customer agree as follows:

1. **Availability and Description of Services.** Service under this Agreement is available to an eligible Customer that: (1) is not receiving sales service under the Natural Gas Sales Service Agreement and (2) purchases its own gas supplies that can be transported by pipeline and then delivered to Customer on an interruptible or joint firm/interruptible basis by Company. Service will be provided on a firm basis contingent upon adequate system capacity only if Customer has arranged firm transportation for such gas supplies on the interstate pipeline serving Company’s distribution system. Further, if a gas supplier arranges for firm transportation on behalf of the Customer, gas supplier and Customer shall sign a joint certification confirming said firm transportation of gas supply shall be executed and attached as Appendix B to this Agreement. The use of interruptible transportation service is only available if Customer has and will maintain both the proven capability and adequate fuel supplies to use alternate fuel if Company’s service to such Customer is interrupted. At Company’s request, Customer must reasonably demonstrate that it has such capability and fuel supplies and a Human Needs Customer must provide an affidavit that it will maintain both the proven capability and adequate fuel supplies. Customer represents that it meets the service availability requirements for transportation service under this Agreement.

Customer will receive services under this Agreement for the accounts and locations as provided in Appendix A. If Customer will have a gas supplier (a “Marketer”) arrange for transportation on behalf of Customer, Marketer shall execute an Agent Verification Agreement.

2. **Service Conditions and Requirements.** Service hereunder is provided by Company pursuant to its Transportation Rate Schedule, Sheet Nos. 6.00 et seq. and pursuant to the General Rules, Regulations, Terms and Conditions, all as contained in Company’s Gas Tariff



on file with the Minnesota Public Utilities Commission (“Commission”), as the same may be amended, modified or superseded from time to time (the “Tariff”). Customer is responsible for reimbursing Company for all on-site plant investments, including telemetry equipment, installed by Company to provide transportation service to Customer. Any such investment shall remain the property of Company. All Small Volume Transportation Customers must install telemetry equipment. Customer shall reimburse Company for the costs incurred by Company to install telemetry equipment or other related improvements. Any such equipment and improvements shall remain the property of Company.

3. **Applicable Tariffs.** Customer shall elect from the following tariffed services, as referenced from Company’s Tariff and Rate Book, Section 6.0, subject to Company approval for the accounts listed in Appendix A.

Applicable Tariffs:

- Commercial & Industrial Firm/Interruptible Class 1 Transport
- Commercial & Industrial Firm/Interruptible Class 2 Transport
- Commercial & Industrial Firm/Interruptible Class 3 Transport
- Commercial & Industrial Firm/Interruptible Class 4 Transport
- Commercial & Industrial Firm/Interruptible Class 5 Transport
- Agricultural Grain Dryer Firm/Interruptible Class 1 Transport
- Agricultural Grain Firm/Interruptible Dryer Class 2 Transport
- Agricultural Grain Firm/Interruptible Dryer Class 3
- Electric Generation Firm/Interruptible Class 1 Transport
- Electric Generation Firm/Interruptible Class 2 Transport

Optional Services: The following services are available at Customer’s option, subject to the conditions set forth in Section 6.0 of the Company’s Tariffs:

- Aggregation Service (applies to Marketer)
- End User Allocation Agreement

Customer shall, upon request of Company, execute such agreements as Company deems necessary or appropriate to effectuate the above services.

4. **Firm/Interruptible Service.** Customer elects, subject to the agreement of Company, the amount of Daily Firm Nomination as indicated by account, in Appendix A. Any usage above that amount shall be interruptible. To the extent that Customer has selected Daily Firm Nomination, Customer agrees to the following:



- a. Customer represents and warrants to Company that it, or its gas supply or both, will maintain, or will have and maintain at all relevant times, firm transportation rights on transporting pipelines upstream of Company's natural gas distribution system to deliver on a firm basis all volumes of gas to Company for Customer's accounts identified in Appendix A.
 - b. In the event any such firm transportation rights are terminated or limited in any manner so that Customer and its gas supply are unable to deliver gas to Company's natural gas distribution system as provided above, then Customer or Customer's designated gas supplier shall immediately notify Company in email to the following address : _____
 - c. Customer and its gas supplier shall jointly and severally indemnify and hold Company harmless from all suits, actions, claims, debts, liabilities, accounts, damages, costs, losses, penalties and expenses (including attorney's fees and court costs) arising out of the failure of Customer and gas supplier to maintain, or cause to be maintained, the firm transportation rights described herein.
5. **Term.** This Agreement shall remain in effect for a primary term of _____ (___) years from the date service commences hereunder, and thereafter from year to year until canceled by either party on six (6) months prior written notice to the other party.
6. **Balancing.** Customer agrees that nominated volumes and actual receipt and delivery volumes must balance. Customer is responsible for: (a) providing nominations which accurately reflect Customer's expected consumption, and (b) balancing volumes consumed at the delivery points with deliveries to Company's system. Failure to fulfill these responsibilities will result in Customer incurring balancing and/or scheduling charges described in Company's Transportation Rate Schedule, which charges shall be in addition to any Company charges, and which charges shall change as the interstate pipeline changes its rates.
7. **Pipeline Charges; Capacity Assignment.** Any charges which Company incurs from a pipeline on behalf of Customer will be passed through to Customer. Such charges may include but are not limited to any other charges referenced this Agreement and Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service.
8. **Nominations.** If Customer desires volumes to flow on the first day of the month, Customer must directly advise Company's Gas Supply Services Division by 9:00 a.m. (Central Clock Time) five (5) working days prior to the end of the preceding month of the volumes to be delivered on Customer's behalf.



For intra month nomination changes, to be effective at 9:00 a.m. (Central Clock Time), Customer must directly advise Company's Gas Supply Services Division by 9:00 a.m. (Central Clock Time) on the day preceding the effective date of the nomination change. Intra-day nominations will be accepted by Company on a best efforts basis until 3:00 p.m. (Central Clock Time) on the day of gas flow if the nomination is confirmed by the interstate pipeline.

9. **Penalty for Unauthorized Takes When Service is Interrupted or Curtailed.** If Customer fails to curtail its use of gas hereunder when requested to do so by Company, Customer shall be billed at the transportation charge, plus the cost of gas Company secures for Customer, plus applicable charges and penalties per Company's Tariffs. Company may in addition disconnect Customer's supply of gas in the event of Customer's failure to curtail its use thereof when requested by Company to do so. The penalty for unauthorized use of gas will be the prevailing delivery charge plus the highest incremental supply cost for the day plus \$5 per therm for all Unauthorized Gas usage. Customer will also be responsible for all applicable rates and charges hereunder for Unauthorized Ggas. Failure of Customer's standby facilities, failure to obtain adequate alternative fuel supplies, failure to provide the Company with correct or updated contact information, or a failure to appropriately verify or correct for errors in contact information on file with the Company shall not be considered justification for disregard of curtailment orders. The penalty for unauthorized gas use shall apply in such circumstances.

10. **Billing and Payment.** Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment.

The bill shall be considered rendered to Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. Bills become delinquent if not paid within seventeen (17) days after rendering of the bill. When Customer payments are made by mail, bills will be considered as having been paid on the date of mailing as shown by postmark.

Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than seventeen (17) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. Mail payments are considered to have been paid on the date of the postmark. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

11. **Request to Transfer to Sales Service or Modify Daily Firm Nomination.** Customer



agrees to take transportation service at the amount of Daily Firm Nomination indicated in Appendix A for the period November 1 through October 31. Customer may not transfer to sales service or modified its Daily Firm Nomination until the next November 1st and must notify the Company in writing at least ninety days prior to the transfer or modify as applicable. Customer shall fill out a Notice of Intent to Switch Natural Gas Services form and submit it to the Company for a change to sales service or modification its Daily Firm Nomination. A customer may only transfer to firm sales service or modify its Daily Firm Nomination if Company is able to arrange adequate additional firm gas entitlements to meet the needs imposed on its system by the customer, without jeopardizing system reliability or increasing costs for its other customers. If Customer faces unforeseen circumstances that were not known ninety days prior to November 1, Customer may request a waiver of the notice requirement to allow Customer to transfer service or modify Daily Firm Nomination. The Company has sole discretion to grant or deny such a request and may only grant such a request if the Company determines that (1) unforeseen circumstances prevented Customer from timely requesting to transfer or modify service, (2) adequate gas supply and interstate pipeline capacity is available to serve Customer, and (3) the waiver will not result in any detriment to existing system sales customers. If the Company waives the notice requirement, the Company may require the customer to pay an exit fee to recover the costs related to a switch to or from service under this rate schedule. This exit fee may include, but is not limited to, any above market gas commodity costs, any interstate pipeline transportation and/or storage costs, and any other demand costs.

12. **Notices:** Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the provided below:

Company:	Customer:
Minnesota Energy Resources Corporation ("MERC")	Company:
Attention:	Attention:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:

The Company utilizes a curtailment notification system to notify customers if they are required to curtail their natural gas usage. Customer must fully suspend the use of all interruptible gas volumes on one hours' notice. It is Customer's sole responsibility to notify MERC of any changes in the contact information to be used for curtailment notifications. If you fail to notify the Company of an update and as a result, fail to fully comply with a curtailment order, you will



be charged the full penalty for any unauthorized gas usage.

13. **Regulatory Commission Authority.** The provisions of this Agreement are subject to Company’s Tariffs, General Rules, Regulations, and Terms and Conditions of Service, all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the Commission and any other regulatory authorities having jurisdiction over (i) the transportation of natural gas contemplated hereunder, or (ii) the construction and operation of any facilities required to deliver said natural gas. Customer agrees that Company shall have the right to unilaterally make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates or new rates or any other changes to Company’s Tariffs, General Rules, Regulations, and Terms and Conditions of Service and that Customer shall be bound by such changes or new rates as are approved by such regulatory bodies. In the event of any conflict between the terms of this Agreement and the Company’s Tariffs, General Rules, Regulations, and Terms and Conditions of Service, the Company’s Tariffs, General Rules, Regulations, and Terms and Conditions of Service shall control.

14. **Acknowledgement of Transportation Risks.** Customer hereby acknowledges and accepts the following risks and requirements associated with transporting gas:

- a. the risk that Customer may incur penalties for usage of unauthorized volumes described in the Company’s Tariffs and any charges Company incurs from the pipeline on behalf of Customer; and
- b. that Customer must stop using gas when notified by Company or by Customer’s gas supplier of any interruption affecting Customer’s gas supply or transportation service.

15. **Entire Agreement.** This Agreement and Company’s Tariffs constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter.

The parties have executed this Agreement as evidenced by their signatures below.

The parties have executed this Agreement as evidenced by their signatures below.

“Company”

“Customer”

Minnesota Energy Resources Corporation
 (“MERC”)

(print name)

By: _____

By: _____



Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX A. TRANSPORTATION CUSTOMER ACCOUNT, LOCATION, AND DAILY FIRM NOMINATIONS

Address	Account Number	Applicable Tariff	Daily Firm Nomination (daily/therm)



APPENDIX B. CERTIFICATION FOR SERVICE TO FIRM TRANSPORTATION CUSTOMERS

[Name of individual signing for Customer], [position], of [Customer name] (“Customer”) and [name of individual signing for Marketer], [position], of [Marketer name] (“Marketer”) certify and agree as follows:

1. Customer and Marketer represent to Minnesota Energy Resources Corporation (“MERC” or “Company”) that it shall, on behalf of its Customer, have and maintain at all relevant times, firm transportation rights on transporting pipelines upstream of Company’s natural gas distribution system to deliver on a firm basis all volumes of gas to Company for Customer’s accounts identified on Exhibit “A” attached hereto.
2. In the event any such firm transportation rights are terminated or limited in any manner so that Marketer is unable to deliver gas to Company’s natural gas distribution system as provided above, then Customer and Marketer shall immediately notify via email to the following address:
_____.
3. Marketer shall jointly and severally indemnify and hold Company harmless from all suits, actions, claims, debts, liabilities, accounts, damages, costs, losses, penalties and expenses (including attorney fees and court costs) arising out of the failure of Customer and Marketer to maintain, or cause to be maintained, the firm transportation rights described herein.
4. This Certification shall be governed and construed in accordance with the laws of the State of Minnesota.
5. Customer warrants, represents, and certifies that he/she is authorized to sign this Certification on behalf of Customer, that execution of this Certification serves to bind Customer, and that Marketer is authorized to act on behalf of Customer for purposes of the securing and transporting natural gas and to execute this Certification.
6. [Name of individual signing for Marketer]warrants, represents, and certifies that he/she is authorized to sign this Certification on behalf of Marketer and that execution of this Certification serves to bind Marketer.
7. This Certification may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement, and may be executed and delivered by facsimile signature, which shall be considered an original.

Marketer Name

Customer Name

By: _____

By: _____

Title: _____

Title: _____