

<u>THIRD PARTY SUPPLIER SERVICE AGREEMENT</u> <u>TO PROVIDE SERVICE UNDER THE AGREEMENT TERMS ON THE NJNG WEBSITE</u>

This Third Party Supplier Service Agreement ("Service Agreement"), dated and effective as of , 20 (NJNG will complete this field), is made by and between NEW JERSEY NATURAL GAS COMPANY ("NJNG"), a New Jersey corporation, with offices at 1415 Wyckoff Post Office Box 1464, Wall, New Jersey 07719, Road, and (insert Third Party Supplier Name) ("TPS"), a (insert type of formation – e.g. limited (insert state) liability company, corporation, etc.) with offices at (insert address).

WHEREAS, certain customers ("Transportation Customers") of NJNG have requested, or will be requesting, natural gas transportation service from NJNG pursuant to NJNG's Tariff for Gas Service ("Tariff") approved by the New Jersey Board of Public Utilities ("NJBPU"); and

WHEREAS, TPS has been or will be engaged by Transportation Customers of NJNG, to deliver natural gas to NJNG's designated delivery meter for the accounts of such Transportation Customers (the "TPS Services"); and

WHEREAS, TPS understands that in order to provide the TPS Services to Transportation Customers on the NJNG system, it must abide by the terms, conditions and limitations of service in NJNG's Tariff applicable to third party suppliers providing such services, including Service Classification – TPS (*TPS Requirements*) and the Standard Terms and Conditions located at <u>http://www.njng.com/my-business/energy-suppliers/forms-information.asp</u> (collectively, the "Terms and Conditions"), as may be amended by NJNG from time to time and/or as approved by the NJBPU;

NOW, *THEREFORE*, in consideration of the premises and the mutual covenants and agreements hereinafter contained, NJNG and TPS covenant and agree as follows:

1. *Adherence to Terms and Conditions*. TPS represents that it has obtained and reviewed the Terms and Conditions and agrees to be bound thereby, and further agrees that this Service Agreement is subject to the Terms and Conditions. Continuing to participate in the TPS program constitutes agreement to any amendments, modifications or changes by NJNG to the Terms and Conditions from time to time and/or as approved by the NJBPU.

(____)Optional Billing and Collection Service ("BCS") – By checking this option, TPS agrees to participate in the optional BCS (<u>Option 1</u> - Utility Consolidated Billing) and further agrees that this Agreement is subject to, and agrees to be bound by, the Terms and Conditions located at <u>http://</u> <u>www.njng.com/my-business/energy-suppliers/forms-information.asp</u>. Continuing to participate in the optional BCS program constitutes agreement to any amendments, modifications or changes by NJNG to the Terms and Conditions from time to time and/or as approved by the NJBPU.

2. <u>Notices for **BILLING AND COLLECTION SERVICES** (Only complete if participating in optional BCS).</u>

TO NJNG:

Payment:	Bank:	
	(NJNG will fill in when contract is signed)	
	ABA # for ACH:	
	(NJNG will fill in when contract signed)	
	Account:	
	(NJNG will fill in when contract signed)	
Billing and Notices:		
	1415 Wyckoff Road P.O. Box 1464 Wall, NJ 07719	
	Attention: Supervisor of Revenue Integrity and Transportation	
	E-mail: <u>SupplierRelationsConsultant@NJResources.com</u>	
<u>TO TPS:</u> Boumont	Deale	
Payment	ABA # for ACH:	
	Account:	

Billing and Notices:	Address:
	Attn:
	E-mail:
	Telephone:

3. <u>TPS CONTACT LIST</u> (to be completed by all TPS). Any updates, modification or changes to the contact information below shall be effective only upon a written amendment to this Agreement executed by both NJNG and TPS.

Supplier Name (to be shown on website):					
Supplier Name (to be shown on website): Customer Type: Residential	Commercial	Both			
Email:					
	_				
To appear on customer reference sheet:					
Address:					
Telephone:					
E-mail:					
Contact Name:					
Supplier Web Address:					
Enrollment/Usage Contact:					
Name:					
	Address:				
Telephone:					
Fax:					
E-mail address:		_			
Nomination/Balancing Contact:					
Namo					
Name:					
Address:					
Telephone:	_				
Fax:		_			
		_			
Instant Message (IM) Address:					
E-mail address:		_			
Alternate Contact:					
Billing Information:					
Contact Person:		_			
Billing Address:					
Telephone:					
Fax:					
Cell:					
Email Address:		_			
Treasury/Financial Info:					
Contact Person:					
Address:					
Telephone:					
Fax:					
Cell:					
E-mail address:					

4. *Electronic Signature/Counterparts.* This Agreement along with any amendments may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart may be

delivered by facsimile (including, without limitation e-fax and/or computer facsimile), e-mail in portable document format (.pdf) or Docu*Sign* electronic signature system. Any facsimile, .pdf or Docu*Sign* electronic signatures shall have the same legal effect as manual signatures.

The parties through their duly authorized representatives, as they so declare and represent, have entered into this Agreement, effective as of the day and year first written above.

New Jersey Natural Gas Company	TPS	
New Jersey Natural Gas Company		
1415 Wyckoff Road	(TPS Name)	
Wall, NJ 07719		
Attn: Supplier Relations	$(TDC C) \rightarrow A (1)$	
E-mail: SupplierRelationsConsultant@NJResources.com	(TPS Street Address)	
	(City, State, Zip)	
	Attn:	
	E-mail:	
	By:	
By:	By:(Signature)	
(Signature)		
	Name: (Print Name)	
Name:	(Print Name)	
(Print Name)	T '4	
Titler	Title: (Print Title)	
Title:(Print Title)	Must be an authorized officer of Company,	
(1 mit 1 mic)	preferably VP or above	
Date:	Date:	