

ATTACHMENT B

Form of Service Agreement For Short-term Non-Firm Point-To-Point Transmission Service

- 1.0 PARTIES: The Parties to this Service Agreement for Non-Firm Point-to-Point Transmission Service, DWP No. _____ (“Service Agreement”), are _____ (“Transmission Customer”), and The City of Los Angeles by and through the Department of Water and Power (“Transmission Provider”), a department organized and existing under the Charter of the City of Los Angeles, a municipal corporation of the State of California, hereinafter referred to individually as “Party” and collectively as “Parties”.
- 2.0 AGREEMENT: In consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows.
- 3.0 EFFECTIVE DATE and TERM:
- 3.1 Effective Date: This Service Agreement shall become effective when duly executed by the Parties.
- 3.2 Termination Date: This Service Agreement shall continue in full force and effect until the earlier of: (i) termination by mutual agreement of the Parties; (ii) termination by Transmission Provider under Section 14.1 of the Tariff; or (iii) one year after the Effective Date.
- 4.0 TARIFF: The Transmission Provider’s Open Access Transmission Tariff (“Tariff”) is incorporated herein as located at http://www.oatioasis.com/LDWP/LDWPdocs/OATT_October_2001_REV_2.doc and made a part hereof.
- 5.0 TRANSMISSION SERVICE:
- 5.1 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Non-Firm Point-To-Point Transmission Service under the Tariff.

- 5.2 The Transmission Customer has filed a Completed Application for Non-Firm Point-to-Point Transmission Service in accordance with Section 18.2 of the Tariff.
- 5.3 Service under this Service Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.
- 5.4 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good utility Practice in order for it to provide the requested service.
- 5.5 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 EFFECT OF SECTION HEADINGS: Section headings appearing in this Service Agreement are inserted for convenience only and shall not be construed as interpretations of text.
- 7.0 NO DEDICATION OF FACILITIES: Any undertaking by one Party to the other Party under any provisions of this Service Agreement shall not constitute the dedication of the system or any portion thereof of either Party to the public or to the other Party or any other person or entity, and it is understood and agreed that any such undertaking by either Party shall cease upon the termination of such Party's obligations under this Service Agreement.
- 8.0 WAIVERS: Any waiver at any time by either Party of its rights with respect to a default under this Service Agreement, or with respect to any other matter arising in connection with this Service Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation in asserting or enforcing any right, shall not be deemed a waiver of such right.
- 9.0 RELATIONSHIP OF PARTIES: The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability, on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Service Agreement. Neither Party shall be under the control of or shall deem to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's written consent.

- 10.0 NO THIRD-PARTY RIGHTS: The Parties do not intend to create rights in, or to grant remedies to, any Third Party as a beneficiary of this Service Agreement or of any duty, covenant, obligation, or undertaking established herein.
- 11.0 GOVERNING LAW: This Service Agreement shall be interpreted, governed by, and construed under the laws of the State of California with venue in the City of Los Angeles.
- 12.0 ENTIRE AGREEMENT: This Service Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Service Agreement. This Service Agreement may be amended only by a written document signed by the Parties. It is understood by the Parties that the terms and conditions of this Service Agreement are unique to the transactions described herein and shall not, therefore, be considered as precedent for any future transactions between the Parties or between any of the Parties and a Third Party. Each Party acknowledges that each Party was represented by counsel in the negotiation and that it has been authorized to execute this Service Agreement. The Transmission Customer represents and warrants that it is free to enter into this Service Agreement and to perform each of the terms and covenants of it. The Transmission Customer represents and warrants that it is not restricted or prohibited, contractually or otherwise, from entering into and performing this Service Agreement, and that the execution and performance of this Service Agreement by the Transmission Customer will not constitute a violation or breach of any other Agreement between it and any other person or entity.
- 13.0 ATTORNEY FEES AND COSTS: Both Parties agree that in any action to enforce the terms of this Service Agreement that each Party shall be responsible for its own attorney fees and costs.
- 14.0 SEVERABILITY: If any part, term or provision of this Service Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Service Agreement, the validity of the remaining portions or provisions shall not be affected thereby.
- 15.0 AUTHORIZED REPRESENTATIVE:
- 15.1 Each Party, within thirty (30) calendar days after the effective date of this Service Agreement, shall appoint and designate a person to be its Authorized Representative. Such appointment and designation shall be in writing and shall be forwarded by each Party to the other.

- 15.2 Each Authorized Representative shall be authorized and empowered by the appointing Party to carry out the provisions of this Service Agreement on behalf of and for the benefit of such Party, and to provide liaison between the Parties.
- 15.3 The Authorized Representatives shall have no authority to alter, modify or delete any of the provisions of this Service Agreement.
- 16.0 **NOTICES:** Notifications under this Service Agreement, except written notices required or authorized herein, shall be made by telephone or such other means as mutually agreed to between the Parties' Dispatchers or Schedulers. Any written notices required or authorized under this Agreement shall be delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

If to Los Angeles, the notice shall be sent to:

City of Los Angeles by and through
The Department of Water and Power
c/o Assistant Director of Power System Planning and Projects, (or any successor thereto)
P.O. Box 51111, Room 1255
Los Angeles, California 90051-0100

If to the Transmission Customer:

Either Party may, from time to time, by written notice to the other Party, change the designation or address of the person so specified as to the one to receive notices pursuant to this Service Agreement.

- 17.0 The Transmission Customer declares under penalty of perjury that the terms and conditions contained in this executed Service Agreement are exactly the same as the terms and conditions contained in the standard form service agreement attached as Attachment B ("Form of Service Agreement For Short-term Non-Firm Point-To-Point Transmission Service") to the Transmission Provider's Tariff, which is located at http://www.oatioasis.com/LDWP/LDWPdocs/OATT_October_2001_REV_2.doc

18.0 SIGNATURE CLAUSE: The signatories hereto represent that they have been appropriately authorized to enter in this Service Agreement for Non-Firm Point-to-Point Transmission Service (DWP No. _____) on behalf of the Party for whom each signs. This Service Agreement is hereby executed as of the _____ day of _____, ____.

CITY OF LOS ANGELES BY AND THROUGH THE
DEPARTMENT OF WATER AND POWER

Date: _____ By: _____

Typed name: _____

Title: _____

And

Transmission Customer

By: _____

Typed name: _____

Title: _____

Date signed: _____