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TransGas Service Agreement

THIS AGREEMENT dated the _____ day of _____, _____

BETWEEN:

TRANSGAS LIMITED

a body corporate having an office in the City of Regina, in the Province of Saskatchewan (hereinafter referred to as "TransGas")

OF THE FIRST PART

and

_____ a body corporate having an office in the City of _____,

in the Province of _____

(hereinafter referred to as "Customer")

OF THE SECOND PART

In consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto covenant and agree as follows:

1. Customer acknowledges that a current copy of the TransGas Comprehensive Tariff (the "Tariff") is located on the TransGas website, www.transgas.com, and, thus, confirms receipt of the Tariff thereof.
2. Customer acknowledges that a current listing of TransGas Point of Receipt and Point of Delivery particulars is located on the TransGas website and thus, confirms receipt of the particulars required for Customer to submit a valid Request For Service through the online service on the TransGas website.
3. The uppercase terms used herein shall have the same meanings as are ascribed to corresponding terms in the Definitions section of the Tariff, unless otherwise defined herein.
4. Customer hereby requests the right to obtain, and TransGas agrees to provide, Service pursuant to the Tariff in accordance with the Request for Service (RFS) or other such applicable methods and the corresponding Service Specifications, such Service to commence on the Effective Date, and to terminate, subject to the provisions of the Tariff, on the Expiry Date, provided the Customer has executed and delivered this TransGas Service Agreement to TransGas. Further, TransGas shall make available to Customer a Contract Brief describing the particulars of the Service to be provided hereunder, and Customer agrees that they have accepted and agreed to the particulars as evidenced on the Contract Brief by way of Electronic Signature on the TransGas website or the execution of a Schedule of Service as applicable.
5. Customer agrees to pay to TransGas all rates and charges due for all Service rendered under this TransGas Service Agreement, as described in the Tariff, including the Tariff Rates and Charges Schedules applicable to the Service.
6. Customer shall provide such assurances and information as TransGas may reasonably require respecting any Service to be provided pursuant to this TransGas Service Agreement, as detailed in the provisions of the Tariff.
7. Every notice, request, demand, statement or bill provided for in this TransGas Service Agreement, the General Terms and Conditions or other provisions of the Tariff, or any other notice which either TransGas or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to, made or delivered at the address as follows:

TransGas Limited

500-1777 Victoria Avenue
Regina, SK S4P 4K5
Attention: Customer Services
Email tglcontracting@transgas.com

Customer:

Corporate Name			
Address		City	
Province		Postal Code	
Contact Name			
Work Phone		Cell Phone	
Email Address			

8. In the event the address of either TransGas or Customer changes, the respective party agrees to notify the other party of the address change. Failure to notify of an address change shall entitle the respective party to rely on the most recent address information for the purposes of satisfying notice obligations in this TransGas Service Agreement.
9. Any notice may be given by personal delivery or by mailing the same, postage prepaid, in an envelope properly addressed to the individual stipulated, to whom the notice is to be given, and shall be deemed to be given two (2) business Days after the mailing thereof, Saturdays, Sundays and Statutory Holidays excepted. Any notice may also be given by email, notifications sent via the Secure Zone in the TransGas web application, fax, or other telecommunication addressed to the individual to whom such notice is to be given at such individual's address for notice as set forth above, and any notice so given shall be deemed to have been given twenty-four (24) hours after transmission of same, Saturdays, Sundays and Statutory Holidays excepted. In the event of disruption of regular mail every payment shall be personally delivered or delivered by electronic funds transfer and every notice, request, demand, statement or bill shall be given by any one of the alternative means set out herein.
10. The terms and conditions of the Service Specifications, Contract Brief, General Business Policies and Procedures, Tariff Rates and Charges Schedules and the General Terms and Conditions are by this reference incorporated into and made a part of this TransGas Service Agreement. Notwithstanding anything contained herein, the terms and conditions hereof shall be subject to the terms and conditions contained in the Tariff Rates and Charges Schedules, the Service Specifications, and the provisions of the General Terms and Conditions.
11. Customer warrants that they are validly registered to carry on business in Saskatchewan.
12. This TransGas Service Agreement may be signed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one instrument. Any faxed or electronic copy of a signature will be deemed to be an original signature until such time as an original signature has been received by the other party to this agreement.
13. This TransGas Service Agreement may be executed by the parties and delivered using DocuSign, a generally recognized e-signature technology.

IN WITNESS WHEREOF the parties hereto have executed this TransGas Service Agreement by their proper signing officers duly authorized in that behalf all as of the Day and year first above written.

TRANSGAS LIMITED

Per: _____

Per: _____
Key Account Manager

Per: _____

Per: _____
Acting Executive Vice President,
Chief Legal Officer and Corporate
Secretary

By submitting this form via email or DocuSign, you agree not to contest the admissibility, validity, or enforceability of any signature or image on this form because of the fact that such signature or image was stored or handled in electronic form.