

**RETAIL SERVICE AGREEMENT  
FOR THE PROVISION OF DISTRIBUTION ACCESS SERVICE**

This Retail Service Agreement for the Provision of Distribution Access Service (“Agreement”) effective as of \_\_\_\_\_, 20\_\_ must be read in conjunction with the FortisAlberta Inc. (“FortisAlberta”) *Retailer Terms and Conditions of Distribution Access Service* (the “Terms and Conditions”), as approved from time to time by the **Board**, and available on FortisAlberta’s website at: <http://www.fortisalberta.com/retailers/documentation.htm>. The Terms and Conditions automatically apply, and also take precedence if there is any conflict or inconsistency raised between the Terms and Conditions and this Agreement. All terms presented herein in bold are defined in the Terms and Conditions.

FortisAlberta is an owner of an electric distribution system (“Owner”) as described under the *Electric Utilities Act* R.S.A. 2003, c. E-5.1, as amended from time to time. \_\_\_\_\_ (“the **Retailer**”) and FortisAlberta agree that FortisAlberta will provide and the **Retailer** will accept **Distribution Access Service** upon and subject to the Terms and Conditions and this Agreement.

**NOW THEREFORE IN CONSIDERATION** of the promises herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), FortisAlberta and the **Retailer** agree as follows:

1. **COMPLIANCE WITH TERMS AND CONDITIONS**: The **Retailer** agrees to comply with the Terms and Conditions and all applicable Distribution Access **Rate, Option and Rider Schedules**, as approved by the **Board** and amended from time to time. Without limiting the generality of the foregoing, the **Retailer** agrees to pay all rates, charges, invoices, or fees levied or billed to it by FortisAlberta in accordance with the Terms and Conditions. Payment shall be made in the form and manner directed by FortisAlberta from time to time.
2. **QUALIFICATION FOR DISTRIBUTION ACCESS SERVICE**: The **Retailer** represents, warrants, covenants, and agrees with FortisAlberta that all **Retailer** qualifications for **Distribution Access Service** as provided for in the Terms and Conditions have been met as of the date of this Agreement written above and at all times during the term of this Agreement.
3. **CREDIT REQUIREMENTS**: The **Retailer** has provided FortisAlberta with, and shall maintain, security for the performance by the **Retailer** of its obligations under this Agreement, in accordance with the Terms and Conditions.
4. **CUSTOMER INFORMATION AND CONFIDENTIALITY**: The **Retailer** shall be responsible for providing FortisAlberta with **Customer Information** pertaining to the **Retailer’s Customers** in accordance with the Terms and Conditions. The **Retailer** shall update such **Customer Information** as soon as reasonably practical in the circumstances. In addition, FortisAlberta and the **Retailer** agree to exchange such **Customer Information** or **Customer Usage Information** as the other may require to perform its obligations under the Terms and

Conditions, this Agreement, and applicable laws, including, without limitation, for the purpose of wholesale billing in accordance with the *Billing Regulation* AR 159/2003, as amended from time to time, and for the purposes set out in Part 2, Division 2 of the *Code of Conduct Regulation* AR 160/2003. Both FortisAlberta and the **Retailer** acknowledge and agree that such **Customer Information** and **Customer Usage Information** is strictly confidential and may not be disclosed or used by it for any purpose other than the purposes set out herein, and then, only in accordance with Part 2, Division 2 of the *Code of Conduct Regulation* AR 160/2003. The parties agree that the provisions of this section shall survive termination of this Agreement and shall continue in full force and effect to bind the parties.

5. RETAILER TO NOTIFY CUSTOMERS THAT FORTISALBERTA'S TERMS AND CONDITIONS APPLY: The **Retailer** agrees with FortisAlberta that the **Retailer** will notify each of the **Retailer's Customers** that such **Customer** is bound by certain of FortisAlberta's Terms and Conditions by virtue of FortisAlberta being an Owner, and the failure of such **Customer** to adhere or comply may result in such **Customer** being disconnected from the electric system. FortisAlberta hereby acknowledges and agrees that the **Retailer** shall be deemed to have satisfied such obligations by inserting a provision, substantively to the effect of the foregoing, into each electricity supply agreement it enters with those **Customers** for and on behalf of which the **Retailer** is provided with **Distribution Access Service** by FortisAlberta hereunder.

6. DEFAULTS AND REMEDIES; LIABILITIES AND INDEMNITIES: The **Retailer** specifically acknowledges the rights and obligations of FortisAlberta and the **Retailer** should either party default in the performance of its obligations under this Agreement, as set out in the Terms and Conditions.

7. TERMINATION BY RETAILER: In addition to any rights which the **Retailer** has to terminate this Agreement pursuant to the Terms and Conditions, the **Retailer** shall also be entitled to terminate this Agreement on providing FortisAlberta with not less than thirty (30) days notice of its intent to terminate this Agreement. Upon termination of this Agreement and the payment by the **Retailer** of all amounts due and owing by the **Retailer** to FortisAlberta, FortisAlberta shall, if applicable, take such action as is within its power and which may be necessary and desirable to cause the release of the security granted to it by the **Retailer** pursuant to the Terms and Conditions.

8. SUCCESSORS AND ASSIGNS: This Agreement may not be assigned by the **Retailer** without the prior written consent of FortisAlberta in accordance with the Terms and Conditions, which consent shall not be unreasonably withheld. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. PREVIOUS AGREEMENT: This Agreement shall supersede and replace any and all prior agreements, oral or written, between the parties hereto (or their predecessors, as applicable) relating to the subject matter hereof.

10. AMENDMENT: No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

11. SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

12. NOTICES: Any demand, notice, request, or other communication (“Notice”) required or permitted in connection with this Agreement shall be given in writing and must be given by personal delivery, registered mail or facsimile transmittal as follows:

To FortisAlberta: FortisAlberta Inc.  
Attention: Stakeholder Relations Manager - Retail  
320 17 Ave SW  
Calgary, Alberta  
T2S 2V1

Facsimile: (403) 514-5904

To **Retailer**:  
Retailer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, Province: \_\_\_\_\_  
Postal Code: \_\_\_\_\_  
  
Attention: \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Telephone ( ) \_\_\_\_\_

or to such other address, facsimile number, or individual as may be agreed between the parties in writing. Any Notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof; if given by registered mail, five (5) business days following the deposit thereof in the mail; and if given by facsimile, on the day of transmittal thereof. If the party giving any Notice knows or ought reasonably to have known of any difficulties with the postal system that might affect the delivery of mail, any such Notice shall not be mailed but shall be given by personal delivery or facsimile.

13. **RETAILER IDENTIFICATION (“RETAILER ID”)**: The assigned **Retailer ID(s)** that has been approved and provided to FortisAlberta by the Alberta Electric System Operator is/are as follows: \_\_\_\_\_

14. **APPLICABLE LAWS**: This Agreement shall be governed by the laws of Alberta and the federal laws of Canada applicable therein.

15. **FACSIMILE AND COUNTERPART EXECUTION**: This Agreement may be executed by facsimile and in counterpart execution, with each such counterpart deemed to be an original and the counterparts taken together, constituting one and the same agreement.

**IN WITNESS WHEREOF** the parties have hereto duly executed this Agreement on the day and year above first written.

**FORTISALBERTA INC.**

Per: \_\_\_\_\_

Name: Rob Litzenberger

Title: Director Customer Relations

FortisAlberta Approval	
Reviewed for accuracy and content by:	
Name: (please print)	Initials/Date:
Kirsten Lojek	

\_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_