

**DEMAND BIDDING PROGRAM AGREEMENT
BETWEEN CUSTOMER AND SOUTHERN CALIFORNIA EDISON COMPANY (SCE)**

This Demand Bidding Program Agreement (Agreement) is between _____ (Customer) and Southern California Edison Company (SCE) (collectively, the Parties) and shall establish the terms and conditions for Customer electing to receive service under Schedule Demand Bidding Program (DBP). Customer shall receive service consistent with all terms and provisions of Schedule DBP and Customer's "Otherwise Applicable Rate Schedule" as applicable.

This is a filed form tariff agreement authorized by the California Public Utilities Commission (Commission). No officer, inspector, solicitor, agent, or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or as authorized by the Commission. This Agreement supplements the terms and conditions of Customer's electric service provided under Customer's Otherwise Applicable Rate Schedule and under SCE's Commission-approved tariffs.

Customer understands and agrees to the following conditions, in accordance with Schedule DBP:

1. For the term of this Agreement, Customer shall receive service in accordance with Schedule DBP and Customer's Otherwise Applicable Rate Schedule filed with the Commission, as such schedules now exist or may hereafter be amended or superseded. If the Commission approves any modification to Schedule DBP, any such modification shall be incorporated herein and this Agreement will continue in full force and effect as to Schedule DBP as so modified, unless and until SCE and Customer execute a new agreement or unless and until SCE or Customer terminates this Agreement within thirty (30) days of such modification and SCE has had a reasonable opportunity to act on such termination.
2. Schedule DBP is in effect until modified or terminated by the Commission. Customer understands that Schedule DBP is a voluntary program whereby Customer will receive a discount in the form of a credit on its bill during a specified DBP Event for which Customer reduces its energy usage within the program guidelines.
3. Individual Customer Account Participants:
 - a. Customer's Customer Specific Energy Baseline (CSEB) shall be determined in accordance with Special Condition 7.b of Schedule DBP.
 - b. Customer's Energy Bid for each hour of a DBP Event shall be at least 30 kW, as determined in accordance Special Condition 7.a of Schedule DBP.
4. Aggregated Group Account Participants:
 - a. Customer's Aggregated Group Energy Baseline (AGEB) shall be determined in accordance with Special Condition 8.d of Schedule DBP.
 - b. Customer's Aggregated Group Energy Bid for each hour of a DBP Event shall be at least 100 kW in accordance with Special Condition 8.b of Schedule DBP.
 - c. Customer's formation of an Aggregated Group is an option to customers who have multiple service accounts, as defined as having the same SCE Customer Number, all of which must be within SCE's service territory, who choose to form an Aggregated Group consisting of up to 25 service accounts for the purpose of participating on Schedule DBP as one Aggregated Group. An Aggregated Group must assign a Designated Lead Account (DLA). The DLA must have a demand level of at least 200 kW and must be designated as the account herein and in Attachment A, along with all qualifying Aggregated Group accounts, which may be less than 200 kW. The DLA will receive all DBP notifications and will receive all bill credits for the entire Aggregated Group of accounts.
5. Customer and/or Customer's Aggregated Group accounts may be eligible to participate in other specifically approved demand response programs at the same time as the DBP, although load can only be committed to one demand response program for any given hour of a curtailment event and Customer and/or Customer's Aggregated Group accounts will receive payment under only one program for a given load reduction. Special Condition 9 of Schedule DBP and other applicable rate schedules provide additional details on how the various demand response programs interact to ensure against double counting of load curtailment and double recovery of incentives. Customers and/or Customer's Aggregated Group accounts participating in more than one demand response program are required to inform SCE in writing of all such programs.

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6. SCE reserves the right to notify Customer to confirm their bid amount and clarify possible errors and to remove Customer from Schedule DBP if Customer is non-compliant with the terms and conditions of Schedule DBP or this Agreement.
7. The DBP program is available until modified or cancelled by the Commission. Customer's participation in this tariff will be in accordance with Rule 12. Subject to Applicant's minimum time requirements for participating on this rate, Applicant may terminate this Agreement upon thirty (30) days' written notice. Termination of the Agreement will become effective with the first regular billing cycle following the thirty-day notice period. SCE may terminate the service agreement at any time after giving a thirty-day written notice to terminate.
8. This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction. Any changes or modifications to Customer Notification Information set forth herein must be in writing.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of SCE's signature below, provided all necessary Interval Metering equipment is installed and ready for operation.

<i>Signature of Customer or Authorized Company Representative</i>	<i>Date</i>	<i>Signature of Company Representative</i>	<i>Date</i>
<i>Printed Name of Customer or Company Representative</i>		<i>Printed Name of Company Representative</i>	
<i>Title</i>		<i>Title</i>	
<i>Customer or Company Name</i>		<i>Southern California Edison Company Name</i>	

SCE Customer Number: 1- _____

CUSTOMER ACCOUNT INFORMATION (Individual or Designated Lead Account):

Service Account Number	Service Account Address	Rate Schedule
3-		

ACCOUNT NOTIFICATION INFORMATION:

Primary Notification Information	Primary Telephone:
Other Courtesy Notification Information	Additional Telephone:
	Additional Telephone:
	Fax:
	Pager:*
	E-Mail:

*NOTE: The notification system can only accept alphanumeric pagers in the proper format, 1234567890@yourcompanyname.com

ATTACHMENT A

AGGREGATED GROUP ACCOUNT DECLARATION AND ACCOUNT INFORMATION

Each Aggregated Group must have a Designated Lead Account (DLA) and the DLA must have a demand level of at least 200 kW. The DLA must remain eligible for service on Schedule DBP at all times. Aggregated accounts otherwise applicable tariff (OAT) must qualify for service on Schedule DBP at all times. Aggregated accounts must have Interval Metering in place prior to receiving service on Schedule DBP, and Aggregated accounts must have the same SCE Customer Number as the DLA and must be within SCE's service territory. Refer to Special Condition 6 of Schedule DBP for additional program requirements. An Aggregated Group's DLA will oversee all activities for the group including event notification and receipt of DBP credits for the entire Aggregated Group of accounts.

I hereby state that I am the _____(title) of _____
_____(Company), and am authorized to make
this declaration on behalf of my Company at the following location for the accounts listed below.

(Signature of Customer or Authorized Customer Representative) (Date)

(Print Name of Customer or Authorized Customer Representative) (Date)

Address _____

City _____

State _____ Zip _____

SCE Customer Number _____ 1- _____

DESIGNATED LEAD SERVICE ACCOUNT INFORMATION

DLA Service Account Number	DLA Service Account Address	DLA Rate Schedule
3-		

