



**Electric Sample Form No. 62-4501**  
Absolving Service Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4141-E  
Decision No. 11-05-018

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed November 15, 2012  
Effective November 15, 2012  
Resolution No. \_\_\_\_\_



DISTRIBUTION:

- Applicant (Original)
- Division (Original)
- Customer Care (Copy)

REFERENCE:

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# Absolving Service Agreement

1. \_\_\_\_\_  
 (Applicant) having requested Pacific Gas and Electric Company (PG&E), to supply all of the \_\_\_\_\_ service, hereinafter called "service," required for the operation of Applicant's equipment and apparatus, located at \_\_\_\_\_ County, State of California, PG&E shall, subject to the conditions hereof, install its distribution facilities without undue delay and supply such service in accordance with its applicable rates and rules established from time to time and on file with the Public Utilities Commission of the State of California, and as provided in a written agreement for service, if any, attached hereto and made a part hereof.
  
2. In order for PG&E to supply and/or for Applicant to receive such service, it will be necessary for (check appropriate item or items)
  - PG&E to utilize certain of its existing facilities considered by PG&E to be of questionable permanency.
  - PG&E to install and utilize certain of its facilities on property across which suitable permanent rights of way are not available on a basis acceptable to PG&E.
  - Applicant to use service facilities owned by the hereinafter named licensor.
  - Applicant to install and use service facilities on, over, or under property owned by the hereinafter named licensor.

Said facilities and/or property are shown and delineated on the map attached hereto and made a part hereof.
  
3. Applicant has represented and does hereby represent to PG&E that he has obtained permission to use the said certain service facilities and/or to install and use facilities on, over, and under property owned by the following named Licensor:
 

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_
  
4. Applicant shall hold harmless PG&E, its officers, agents, and employees from and indemnify them against any liability, claim, or loss for damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by Licensor or Applicant, as the case may be, used by Applicant to receive service hereunder and PG&E shall have no obligation with respect to the operation or maintenance thereof.
  
5. Should PG&E desire to remove or abandon its facilities of questionable permanency or in the event of the revocation of PG&E's or Applicant's right or permission to locate facilities on property owned by others or on lands across which suitable permanent rights of way are not available, or should Applicant's permission to use Licensor's facilities be terminated, or should Licensor's or Applicant's facilities at any time become unsafe or unsuitable in PG&E's opinion for transmitting service, PG&E shall have the right to remove or abandon any of its facilities and discontinue service to Applicant and in any such event, PG&E, shall be absolved of and from any and all liability to Applicant for and Applicant shall indemnify PG&E, its officers, agents and employees against any and all damage, whether to person or property, which Applicant or any third party may suffer by reason of or in any way connected with such discontinuance of service. PG&E will relocate its facilities upon request provided suitable rights of way are available therefore and Applicant first pays to PG&E the cost of such relocation as estimated by PG&E.



# Absolving Service Agreement

- 6. All service furnished by PG&E to Applicant will be supplied at the connection between Applicant's or Licensor's facilities, as the case may be, and PG&E's facilities, hereinafter called "point of delivery," and will be transmitted therefrom by Applicant at latter's own risk, provided, however, that for the convenience of the parties hereto, but without in any way changing said point of delivery PG&E may transform or regulate and meter said service at a point agreeable to the parties hereto.
- 7. Applicant may, with PG&E's written consent, assign this contract if the assignee thereof will in writing agree to be bound by all terms and conditions hereof applicable to Applicant and the terms and conditions of any then effective service agreement between the parties hereto for service to said property.
- 8. This agreement shall remain in force so long as PG&E provides service to Applicant on said property unless earlier terminated by mutual agreement by the parties hereto.
- 9. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
Customer/Company

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\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Authorized by (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Applicant's Mailing Address

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