

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

ORIGINAL SHEET NO. 257

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**SECTION 14**

**14.01 TARIFF SHEET:**

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD

**ORIGINAL TARIFF NO. 1**

ORIGINAL SHEET NO.

Date Issued:

Proposed Effective Date:

By

David H. Berentsen, Manager – Regulatory Pricing, Iowa & Minnesota

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Date Issued: March 15, 2002

Effective Date: April 15, 2002

By:



David H. Berentsen, Manager - Regulatory Pricing, Iowa & Minnesota

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

ORIGINAL SHEET NO. 258

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.02 RATE SCHEDULE:**

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD

**ORIGINAL TARIFF NO. 1**

ORIGINAL SHEET NO.

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Date Issued:

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David H. Berentsen, Manager – Regulatory Pricing, Iowa & Minnesota

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Date Issued: March 15, 2002

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**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD

**ORIGINAL TARIFF NO. 1**

ORIGINAL SHEET NO. 259

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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THIS SHEET RESERVED FOR FUTURE USE.

Date Issued: March 15, 2002

Effective Date: April 15, 2002

By: 

David H. Berentsen, Manager - Regulatory Pricing, Iowa & Minnesota

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

FIFTH REVISED SHEET NO. 260  
CANCELLING FOURTH REVISED SHEET NO. 260

## GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

### 14.05 STANDARD BILL FORM:

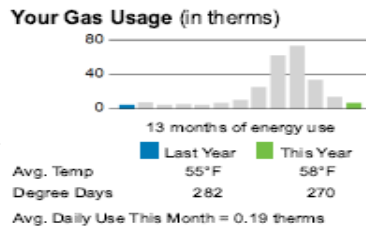
C



#### Summary of your current charges

Account Name:  
Next Meter Reading: Jun 22, 2022 - Jun 27, 2022  
Service Address:

	<b>Gas</b>	<b>\$19.04</b>
	Gas Meter: 096171327	
	Meter Reading	
	May 23	2,823
	Apr 22	2,817
		6 CCF
	<b>Heat Factor Adjustment</b>	
		6 CCF
	X	1,047
		6 therms



Account Number	[REDACTED]
Bill Date	May 23, 2022
Previous Balance	\$24.70
Payment Received	-\$24.70
Balance Forward	\$0.00
Current Charges	\$19.04

**Amount Due on Jun 13, 2022**  
**\$19.04**

#### Questions? Contact us at:

- [alliantenergy.com](http://alliantenergy.com)
- 1.800.ALLIANT (1.800.255.4268)
- P.O. Box 3060  
Cedar Rapids IA 52406-3060

**Take care of it online**  
You can pay your bill, view your energy use and sign up for payments options in My Account at [alliantenergy.com/myaccount](http://alliantenergy.com/myaccount)

If you're in a financial crisis and cannot keep up with your energy bills this winter, there are resources available to help pay your heating costs. Visit [alliantenergy.com/energyassistance](http://alliantenergy.com/energyassistance) for details and qualifications.

(See page 2 for details of charges)

Please return this portion with your payment.



**Amount Due**

<b>Amount Due</b> Jun 13, 2022	<b>\$ 19.04</b>
Amount enclosed if Different From Above	\$ _____

Please Do Not Write In Area Below.

Account Number



ALLIANT ENERGY/IPL  
PO BOX 3060  
CEDAR RAPIDS IA 52406-3060



1820220227104 021 151416-19100001331



# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

FOURTH REVISED SHEET NO. 262  
CANCELLING THIRD REVISED SHEET NO. 262

## GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

### 14.05 STANDARD BILL FORM: (Minimum Bill)

C

**Alliant Energy**

**Summary of your current charges**  
 Account Name:  
 Next Meter Reading: Sep 08, 2023 - Sep 11, 2023  
 Service Address:

**Gas \$12.09**  
 Gas Meter: ~~analog~~  
 Meter Reading  
 Aug 04 9  
 Jul 07 9  
 0 CCF  
 Heat Factor Adjustment 0 CCF  
 X 1.033  
 0 therms  
 Minimum Bill

**Your Gas Usage (in therms)**  
 130  
 65  
 0  
 13 months of energy use  
 Last Year This Year  
 Avg. Temp 74°F 71°F  
 Degree Days 0 6  
 Avg. Daily Use This Month = 0.00 therms

Account Number  
 Bill Date Aug 04, 2023  
 Previous Balance \$36.28  
 Payment Received - \$36.28  
 Balance Forward \$0.00  
 Current Charges \$12.09

**Amount Due \$12.09**

**Questions? Contact us at:**  
 alliantenergy.com  
 1.800.ALLIANT (1.800.255.4268)  
 P.O. Box 3060  
 Cedar Rapids IA 52406-3060

**Take care of it online**  
 You can pay your bill, view your energy use and sign up for payments options in My Account at [alliantenergy.com/myaccount](http://alliantenergy.com/myaccount)

(See page 2 for details of charges) Please return this portion with your payment.

**Alliant Energy**  
 PO Box 351  
 Cedar Rapids, IA 52406 - 0351

**Amount Due**  
 Amount Due Aug 24, 2023 \$ 0.00  
 Credit Balance - Do Not Pay  
 Please Do Not Write In Area Below  
 Account Number

Date Issued: November 7, 2023

Effective Date: December 7, 2023

By: Amy Wheatley – Manager, Regulatory Relations, and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF Filed with the IOWA UTILITIES BOARD ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 262.1

## GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

### 14.05 STANDARD BILL FORM: (Minimum Bill)

N



Account Number

Page 2 of 2

#### Message Board

**Questions? Contact us at:**  
PO Box 3060  
Cedar Rapids, IA 52406-3060  
Toll-free: 1-800-255-4268

#### Residential Gas Service

Rate: 030 - Gas Residential

Billed for: 28 Days

Billing Period	Meter Number	Current Reading	Previous Reading	Metered Units	Multiplier	Heat Factor	Usage
Jul 07 - Aug 04	4548747421	9	9	0 CCF	1	1.033	0 therms
Gas Cost				0.00 therms X \$0.784570			\$0.00
Basic Service Charge				28.000 Days X \$0.42735			\$11.97
Local Option Tax				\$11.97 X 1%			\$0.12
<b>Total Current Charges</b>							<b>\$12.09</b>

If you have a complaint, we want to resolve the issue as quickly as possible. If Alliant Energy does not resolve your complaint, you may request assistance from the Iowa Utilities Board by calling (515) 725-7321 or toll-free 1-877-565-4450, or by writing to 1375 E. Court Avenue Des Moines, Iowa 50319-0069, or by email to [customer@iub.iowa.gov](mailto:customer@iub.iowa.gov). You may view tariff and rate schedule information on our website at [alliantenergy.com](http://alliantenergy.com) or request to view the information from our corporate office.

Be in control of your energy use with My Account, our free online tool. Monitor your energy use and keep costs down by signing up for high-usage notifications. You can also use My Account to request paperless billing, view your bill, pay with a credit card, set up automatic payments and more. Enroll today at [alliantenergy.com/myaccount](http://alliantenergy.com/myaccount).

Interstate Power and Light, an Alliant Energy Company

Please recycle

#### Message Board:

Paying by check? Go to [alliantenergy.com](http://alliantenergy.com) or call us at 1-800-ALLIANT (800-255-4268) to make a payment with no fee. Paying by credit card? Go to [alliantenergy.com](http://alliantenergy.com) to make a payment with no fee. You can also use Speedpay by calling 1-877-429-4126 (fees may apply).

Questions about your bill? Our bill guides explain all the parts and pieces. Check them out at [alliantenergy.com/understandyourbill](http://alliantenergy.com/understandyourbill)

Date Issued: November 7, 2023

Effective Date: December 7, 2023

By: Amy Wheatley – Manager, Regulatory Relations, and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

FIFTH REVISED SHEET NO. 263  
CANCELLING FOURTH REVISED SHEET NO. 263

## GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

### 14.05 STANDARD BILL FORM: (Estimated Bill)

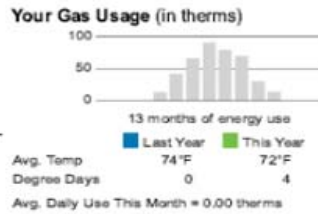
C



#### Summary of your current charges

Account Name:  
Next Meter Reading: Aug 18, 2023 - Aug 23, 2023  
Service Address:

	<b>Gas</b>	<b>\$13.38</b>
	<b>Gas Meter:</b>	
	<b>Meter Reading</b>	
Jul 21	814 (Estimated)	
Jun 20	814	
	0 CCF	
	<b>Heat Factor Adjustment</b>	
	0 CCF	
X	1,099	
	0 therms	
	Minimum Bill	



Account Number	XXXXXXXXXX
Bill Date	Jul 21, 2023
Previous Balance	\$42.91
Payment Received	-\$42.91
Balance Forward	\$0.00
Current Charges	\$13.38

**Amount Due on Aug 10, 2023**  
**\$13.38**

If paid after Aug 10, 2023 **\$13.58**

#### Questions? Contact us at:

- [alliantenergy.com](http://alliantenergy.com)
- 1.800.ALLIANT (1.800.255.4268)
- P.O. Box 3060  
Cedar Rapids IA 52406-3060

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You can pay your bill, view your energy use and sign up for payments options in My Account at [alliantenergy.com/myaccount](http://alliantenergy.com/myaccount)

If you're in a financial crisis and cannot keep up with your energy bills this winter, there are resources available to help pay your heating costs. Visit [alliantenergy.com/energyassistance](http://alliantenergy.com/energyassistance) for details and qualifications.

(See page 2 for details of charges)

Please return this portion with your payment.



<b>Amount Due</b>	Aug 10, 2023	<b>\$</b>	<b>13.38</b>
Amount enclosed if Different From Above		<b>\$</b>	_____
If paid after Aug 10, 2023		<b>\$</b>	<b>13.58</b>

Account Number



ALLIANT ENERGY/IPL  
PO BOX 3060  
CEDAR RAPIDS IA 52406-3060



Date Issued: November 7, 2023

Effective Date: December 7, 2023

By: Amy Wheatley – Manager, Regulatory Relations, and Policy



# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

THIRD SUBSTITUTE FOURTH REVISED SHEET NO. 263.1  
CANCELLING THIRD REVISED SHEET NO. 263.1

## GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

### 14.05 STANDARD BILL FORM: (Estimated Bill) (continued)

C



Account Number

Page 2 of 2

#### Message Board

Questions? Contact us at:  
PO Box 3060  
Cedar Rapids, IA 52406-3060  
Toll-free: 1-800-255-4268

#### THANK YOU FOR YOUR PAYMENT

Payment Received	Jul 02, 2023	-\$42.91
<b>Total Payments</b>		<b>-\$42.91</b>

#### Residential Gas Service

Rate: 030 - Gas Residential							<b>Billed for: 31 Days</b>
Billing Period	Meter Number	Current Reading	Previous Reading	Metered Units	Multiplier	Heat Factor	Usage
Jun 20 - Jul 21		814	814	0 CCF	1	1.099	0 therms
Estimate							

Gas Cost	0.00 therms X \$0.788240	\$0.00
Basic Service Charge	31.000 Days X \$0.42735	\$13.25
Franchise Fee	\$13.25 X 1%	\$0.13
<b>Total Current Charges</b>		<b>\$13.38</b>

If you have a complaint, we want to resolve the issue as quickly as possible. If Alliant Energy does not resolve your complaint, you may request assistance from the Iowa Utilities Board by calling (515) 725-7321 or toll-free 1-877-565-4450, or by writing to 1375 E. Court Avenue Des Moines, Iowa 50319-0069, or by email to [customer@iub.iowa.gov](mailto:customer@iub.iowa.gov). You may view tariff and rate schedule information on our website at [alliantenergy.com](http://alliantenergy.com) or request to view the information from our corporate office.

Be in control of your energy use with My Account, our free online tool. Monitor your energy use and keep costs down by signing up for high-usage notifications. You can also use My Account to request paperless billing, view your bill, pay with a credit card, set up automatic payments and more. Enroll today at [alliantenergy.com/myaccount](http://alliantenergy.com/myaccount).

Your bill is based on estimated usage, which can happen for various reasons. Learn more by calling us at 1-800-ALLIANT. We are available 7 a.m. to 7 p.m. Monday through Friday.

Interstate Power and Light, an Alliant Energy Company

Please recycle

#### Message Board:

Paying by check? Go to [alliantenergy.com](http://alliantenergy.com) or call us at 1-800-ALLIANT (800-255-4268) to make a payment with no fee. Paying by credit card? Go to [alliantenergy.com](http://alliantenergy.com) to make a payment with no fee. You can also use Speedpay by calling 1-877-429-4126 (fees may apply).

Questions about your bill? Our bill guides explain all the parts and pieces. Check them out at [alliantenergy.com/understandyourbill](http://alliantenergy.com/understandyourbill)

Date Issued: November 7, 2023

Effective Date: December 7, 2023

By: Amy Wheatley – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 264  
CANCELLING ORIGINAL SHEET NO. 264

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.06 GAS SERVICE AGREEMENT

##### GAS SERVICE AGREEMENT

Account No. \_\_\_\_\_

**THIS GAS SERVICE AGREEMENT** (the "Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **INTERSTATE POWER AND LIGHT COMPANY**, an Iowa Corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa 52401 ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_ ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party." N

##### RECITALS:

**WHEREAS**, the Company is engaged in the distribution of natural gas; and

**WHEREAS**, the Customer is the owner of the premises generally known as \_\_\_\_\_, located at \_\_\_\_\_, in \_\_\_\_\_ County in the State of Iowa (the "Site"), and whereas further, the Customer operates certain equipment now installed or to be installed at the Site by Customer; and

**WHEREAS**, the Company desires to sell natural gas service at the Site, and the Customer desires to have natural gas available at the Site ("Gas Service").

**NOW THEREFORE**, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

##### AGREEMENT

1. **AGREEMENT TO SELL AND PURCHASE.** The Company agrees to sell and furnish Gas Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company Gas Service upon the terms and conditions hereinafter provided.
2. **SERVICE CHARACTERISTICS.**
  - a. The Company will furnish Gas Service to the Customer through one meter location in accordance with the Supply Information set forth in Exhibit A.
  - b. Company shall deliver gas to Customer at the point of delivery directly from its \_\_\_\_\_ pressure (nominal psig.) distribution system. Such delivery will be at such varying pressures as may exist under operating conditions at the point of delivery, but shall not be less than \_\_\_\_\_ psig. so far as practicable. Customer will install, operate and maintain at Customer's expense such pressure regulating devices as may be required for utilization of gas as delivered.
  - c. The Contract Demand as set out on Exhibit A, if applicable, may be increased or decreased solely by mutual written agreement. A separate service agreement shall be required for additional meter location(s).

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 265  
CANCELLING ORIGINAL SHEET NO. 265

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.06 GAS SERVICE AGREEMENT (continued)

- d. The Customer agrees to use the Gas Service as stated herein. T
- e. The Customer chooses / does not choose (circle one) Interruptible Service. If Customer elects Interruptible Service, the terms and conditions of such service shall be in accordance with Exhibits B and C to this Agreement. N

#### 3. SERVICE CONDITION AND REQUIREMENTS. N

- a. Customer will take from the Company, through one point of delivery, Gas Service for all energy requirements at the Site, and it will observe the rules and regulations of the Company pertaining to Gas Service. If any portion of the Gas Service is classified as Interruptible, the terms of such service shall be in accordance with Exhibit B. N
- b. It is understood that Company can only deliver gas of such quality and characteristics as it receives from its pipeline supplier and/or transporter and that Company shall be under no liability to Customer for delivering gas of different specifications than those authorized by FERC for delivery by that supplier. The gas delivered hereunder by Company will have added to it an odorant of a type and in an amount determined by Company to meet its own safety requirements and those established by any regulatory body having jurisdiction. The gas delivered hereunder by Company will have mixed with it quantities of a propane-air mixture at such times and in such amounts as determined by the Company to best utilize alternate sources of supply on an economic basis, but in no event shall the BTU content of such mixture of gases be less than the BTU content of the gas provided by supplier N
- c. The unit of volume for deliveries hereunder shall be as specified in the designated rate schedule. N
- d. The average total heating value per cubic foot of the gas delivered hereunder shall be the heating value of the gas as delivered to the Company by supplier, as determined by supplier pursuant to its FERC Gas Tariff applicable to Company's purchases. N
- e. The total quantity delivered to Customer hereunder shall be the quantity determined by Company's meter as adjusted pursuant to attached rate schedule, and the Company's standards for service. N
- f. Title to the natural gas shall pass to Customer at the point of delivery hereinbefore defined, and thereafter Company shall have no responsibility or liability in relation thereto. N
- g. It is understood by the Customer that, if at any future time it should elect to accept gas service under some other available natural gas service rate, any expense brought about by necessary changes on the Site shall be borne by the Customer. N
- h. The Gas Service furnished under this Agreement includes only that which is incidental to the Customer and no part of the said Gas Service shall be sold by the Customer to any other third party. Customer agrees to use Gas Service only as herein stated. N

D

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 266  
CANCELLING ORIGINAL SHEET NO. 266

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.06 GAS SERVICE AGREEMENT (continued)

##### 4. RATES AND BILLING.

- a. The Company shall sell and furnish Gas Service and the Customer shall purchase and use and pay for such service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Applicable Rate Schedules(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction.
- b. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board.
- c. The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified.

5. **STANDARDS.** The Gas Service shall be supplied for Customer's use subject to the Gas Service Standards of Company on file with the appropriate regulatory body having jurisdiction as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.

##### 6. LIMITATION OF LIABILITY.

- a. The Company agrees to use commercially reasonable efforts in the performance of this Agreement. Notwithstanding the foregoing, **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.**
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.**

7. **FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 267  
CANCELLING ORIGINAL SHEET NO. 267

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.06 GAS SERVICE AGREEMENT (continued)

##### 8. COMPANY PROPERTY.

a. The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property.

b. Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property.

9. **CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment and employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment.

10. **RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Gas Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal.

11. **INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Gas Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the provider's act of negligence.

12. **TERM.** This Agreement shall continue for a period of one (1) year commencing \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_, and thereafter may be terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld.

14. **AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties.

15. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 268  
CANCELLING ORIGINAL SHEET NO. 268

---

### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

---

#### 14.06 GAS SERVICE AGREEMENT (continued)

16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.
18. **COMMUNICATION BETWEEN THE PARTIES.**

All communications related to this Agreement will be to the persons listed below:

**CUSTOMER:**

Name:  
Attention:  
Address:  
Address:

**COMPANY:**

**INTERSTATE POWER AND LIGHT COMPANY**  
Attention:  
Address:  
Address:

19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, but specifically Articles 6, 9 and 11.
20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein.
21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The terms and conditions of this Agreement shall govern the following documents, and shall control over any conflicting term or condition found therein. The following documents are part of this Agreement

EXHIBIT A  
EXHIBIT B      INTERRUPTIBLE SERVICE TERMS AND CONDITIONS  
EXHIBIT C      GAS DATA AGREEMENT

---

Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD

**ORIGINAL TARIFF NO. 1**

FIRST REVISED SHEET NO. 269  
CANCELLING ORIGINAL SHEET NO. 269

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.06 GAS SERVICE AGREEMENT (continued)**

IN WITNESS WHEREOF, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

**INTERSTATE POWER AND LIGHT COMPANY**  
(Company)

Signed By: \_\_\_\_\_

Title:

Name:

\_\_\_\_\_  
(Customer)

Signed By: \_\_\_\_\_

Title:

Name:

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 270  
CANCELLING ORIGINAL SHEET NO. 270

---

### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

---

#### 14.06 GAS SERVICE AGREEMENT (continued)

##### EXHIBIT A

TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

1. The "applicable Pipeline" is \_\_\_\_\_
2. Point of Receipt by COMPANY \_\_\_\_\_
3. Point of Delivery to Customer - Meter outlet
4. Account No.(s) \_\_\_\_\_
5. Meter No.(s) \_\_\_\_\_
6. Firm/Interruptible Service (choose one) \_\_\_\_\_

#### SUPPLY INFORMATION

<u>Maximum Hourly Volumes (Dth)*</u>	<u>Maximum, Daily Volumes ( Dth)*</u>	<u>Contract Demand Daily (Dth)*</u>	<u>Applicable Rate Schedule</u>
_____	_____	_____	_____

\*or other applicable unit of measures as may be set forth in the Company's tariff on file with the Iowa Utilities Board or other such applicable regulatory body.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs



# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 271  
CANCELLING ORIGINAL SHEET NO. 271

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.06 GAS SERVICE AGREEMENT (continued)

EXHIBIT B  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

INTERRUPTIBLE SERVICE TERMS AND CONDITIONS

1. If any portion of the Gas Service is classified as Interruptible, Customer acknowledges that delivery of such Gas Service is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company. Company shall not be liable to Customer in any way whatsoever as a result of such action. N
2. Company agrees to use commercially reasonable efforts to minimize the total intentional interruptions to be called each load year. Notwithstanding the foregoing, **COMPANY MAKES NO REPRESENTATION, GUARANTEE OR OTHER WARRANTY REGARDING THE MINIMUM NUMBER OF SUCH CURTAILMENTS NOR THE LENGTH OF EACH SUCH CURTAILMENT.** N
3. Company agrees to use commercially reasonable efforts to give customer two (2) hours' notice before curtailment. Customer acknowledges that two (2) hours' notice may not be feasible in every situation. Customer represents and expressly agrees that regardless of the extent of the notice period, upon notice by the Company, Customer shall curtail or discontinue the use of gas as directed by the Company. N
4. Failure on the part of the Customer to comply with the foregoing directive to curtail shall be cause for Company to shut off the entire gas supply to the Customer, and further shall be cause for immediate cancellation of the Agreement. **COMPANY SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) AS A RESULT OF SUCH ACTION.** N
5. All volumes of gas taken by the Customer on each and every billing day during an ordered curtailment period shall be paid by Customer, in accordance with the Applicable Rate Schedule(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction. A billing day is defined as the 24 consecutive hour period considered a day by the pipeline company from which the COMPANY receives the Customer's gas supply. N
6. Customer agrees to execute the Gas Data Agreement, attached hereto as Exhibit C. N

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 272  
CANCELLING ORIGINAL SHEET NO. 272

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

---

#### 14.06 GAS SERVICE AGREEMENT (continued)

EXHIBIT C  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

GAS DATA AGREEMENT

This Gas Data Agreement ("Data Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_ (hereinafter referred to as "Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**WHEREAS**, the Company owns and operates a gas data collection computer system and data equipment (hereinafter "System") which compiles data on a daily basis concerning natural gas usage by Customer; and

**WHEREAS**, Customer is interested in obtaining data relating to Customer's daily natural gas usage from the System; and

**WHEREAS**, Company is willing to grant Customer this data in accordance with the following terms and conditions;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **TERM.** This Data Agreement shall become effective as of the \_\_\_\_\_, and shall remain in force until terminated by either Party giving the other not less than thirty (30) days prior written notice of termination.
2. **SERVICES.** Company will make the usage data available to Customer upon execution of this Data Agreement. Customer may designate in writing to Company an authorized agent or agents to receive the Customer's natural gas usage information. Said agents will be required to sign a Data Agreement.  
  
At Customer's option, IPL will provide the usage data in either electronic or hardcopy format.
3. **PROPRIETARY RIGHTS.** Customer acknowledges that the System is proprietary to the Company and the Company retains all rights and ownership in the System and all output therefrom.
4. **WARRANTY.**
  - a. The Parties agree that the Company has made reasonable efforts to ensure that the usage data provided through the System is accurate and complete. However, Customer acknowledges that, as with any electronic system, the System is subject to interruptions, failures and data corruption. Customer acknowledges that the Company is not responsible for the adequacy or accuracy of the data or for any interruption or failures of the System.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 273  
CANCELLING ORIGINAL SHEET NO. 273

---

### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

---

#### 14.06 GAS SERVICE AGREEMENT (continued)

- b. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR ACCURACY OF THE DATA, OR THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR FACILITIES WHICH SUPPORT THE SYSTEM AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **LIMITATION OF LIABILITY.**
- a. Customer agrees to indemnify, hold harmless and defend the Company, and its employees and agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, losses, suits, causes of action, and the costs, damages, losses, and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) and all other liabilities of any nature whatsoever, which Company, or its employees and agents, may incur, become responsible for or pay out, arising directly or indirectly from Customer's use of data provided by the System.
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CUSTOMER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES.**
6. **SUCCESSORS AND ASSIGNS.** This Data Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Data Agreement except upon the written consent of the Company, which such consent shall not be unreasonably withheld.
7. **AMENDMENTS.** This Data Agreement may only be amended by a written amendment executed by both Parties.
8. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Data Agreement. Venue shall lie in Linn County, Iowa.
9. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Data Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
10. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Data Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 274  
CANCELLING ORIGINAL SHEET NO. 274

---

### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

---

#### 14.06 GAS SERVICE AGREEMENT (continued)

11. **SURVIVAL.** The clauses of this Data Agreement which are, by their nature, intended to survive termination of this Data Agreement shall survive, notwithstanding any termination of this Data Agreement, in full or in part, but specifically Articles 3, 4 and 5.

12. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Data Agreement or as affecting the true meaning of the provisions herein.

13. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Data Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Data Agreement. An electronic (PDF) or facsimile copy of the executed Data Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

This Data Agreement shall not be deemed to modify or amend any service. In witness whereof, the Parties hereunder have caused this Data Agreement to be executed as of the day and year first above written.

Interstate Power and Light Company (Company)

By \_\_\_\_\_

Title

Name

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD  
**ORIGINAL TARIFF NO. 1**

FIRST REVISED SHEET NO. 275  
CANCELLING ORIGINAL SHEET NO. 275

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## GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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### 14.07 GAS SERVICE AGREEMENT – SEASONAL

#### GAS SERVICE AGREEMENT

Account No. \_\_\_\_\_

**THIS GAS SERVICE AGREEMENT** (the "Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **INTERSTATE POWER AND LIGHT COMPANY**, an Iowa Corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa 52401 ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_ ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party." N

#### RECITALS:

**WHEREAS**, the Company is engaged in the distribution of natural gas; and

**WHEREAS**, the Customer is the owner of the premises generally known as \_\_\_\_\_, located at \_\_\_\_\_, in \_\_\_\_\_ County in the State of Iowa (the "Site"), and whereas further, the Customer operates certain equipment now installed or to be installed at the Site by Customer;

**WHEREAS**, the Company desires to sell natural gas service at the Site, and the Customer desires to have natural gas available at the Site ("Gas Service"); and

**WHEREAS**, the Customer requires seasonal usage and requests an extension of facilities, with such extension costing in excess of \$15,000.

**NOW THEREFORE**, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

#### AGREEMENT

1. **AGREEMENT TO SELL AND PURCHASE.** The Company agrees to sell and furnish Gas Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company Gas Service upon the terms and conditions hereinafter provided.
2. **SERVICE CHARACTERISTICS.**
  - a. The Company will furnish Gas Service to the Customer through one meter location in accordance with the Supply Information set forth in Exhibit A.
  - b. Company shall deliver gas to Customer at the point of delivery directly from its \_\_\_\_\_ pressure (nominal psig.) distribution system. Such delivery will be at such varying pressures as may exist under operating conditions at the point of delivery, but shall not be less than \_\_\_\_\_ psig. so far as practicable. Customer will install, operate and maintain at Customer's expense such pressure regulating devices as may be required for utilization of gas as delivered.
  - c. The Contract Demand as set out on Exhibit A, if applicable, may be increased or decreased solely by mutual written agreement. A separate service agreement shall be required for additional meter location(s).

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 276  
CANCELLING ORIGINAL SHEET NO. 276

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.07 GAS SERVICE AGREEMENT - SEASONAL (continued)

- d. The Customer agrees to use the Gas Service as stated herein. N
- e. The Customer chooses / does not choose (circle one) Interruptible Service. If Customer elects Interruptible Service, the terms and conditions of such service shall be in accordance with Exhibits B and C to this Agreement. N

#### 3. SERVICE CONDITION AND REQUIREMENTS. N

- a. Customer will take from the Company, through one point of delivery, Gas Service for all energy requirements at the Site, and it will observe the rules and regulations of the Company pertaining to Gas Service. If any portion of the Gas Service is classified as Interruptible, the terms of such service shall be in accordance with Exhibit B. N
- b. It is understood that Company can only deliver gas of such quality and characteristics as it receives from its pipeline supplier and/or transporter and that Company shall be under no liability to Customer for delivering gas of different specifications than those authorized by FERC for delivery by that supplier. The gas delivered hereunder by Company will have added to it an odorant of a type and in an amount determined by Company to meet its own safety requirements and those established by any regulatory body having jurisdiction. The gas delivered hereunder by Company will have mixed with it quantities of a propane-air mixture at such times and in such amounts as determined by the Company to best utilize alternate sources of supply on an economic basis, but in no event shall the BTU content of such mixture of gases be less than the BTU content of the gas provided by supplier. N
- c. The unit of volume for deliveries hereunder shall be as specified in the designated rate schedule. N
- d. The average total heating value per cubic foot of the gas delivered hereunder shall be the heating value of the gas as delivered to the Company by supplier, as determined by supplier pursuant to its FERC Gas Tariff applicable to Company's purchases. N
- e. The total quantity delivered to Customer hereunder shall be the quantity determined by Company's meter as adjusted pursuant to attached rate schedule, and the Company's standards for service. N
- f. Title to the natural gas shall pass to Customer at the point of delivery hereinbefore defined, and thereafter Company shall have no responsibility or liability in relation thereto. N
- g. It is understood by the Customer that, if at any future time it should elect to accept gas service under some other available natural gas service rate, any expense brought about by necessary changes on the Site shall be borne by the Customer. N
- h. The Gas Service furnished under this Agreement includes only that which is incidental to the Customer and no part of the said Gas Service shall be sold by the Customer to any other third party. Customer agrees to use Gas Service only as herein stated. N

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

SUBSTITUTE SECOND REVISED SHEET NO. 277  
CANCELLING FIRST REVISED SHEET NO. 277

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)

##### 4. RATES AND BILLING.

- a. The Company shall sell and furnish Gas Service and the Customer shall purchase and use and pay for such service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Applicable Rate Schedules(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction.
- b. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board.
- c. In the event facilities are extended by the Company to provide service, after the third full year of service, the Customer's billings for the three years of service will be reviewed to determine base revenue (total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply). If Customer was billed less than the minimum annual base revenue, required to support the \$ \_\_\_\_\_ of facility extension (total facility extension investment less any initial advance or contribution), Customer will be assessed an advance or contribution, supplemental to any previous advance or contribution, to reduce the investment in the facility extension to the level supported by Customer's three-year base revenue. Notwithstanding the foregoing, in the event Company and Customer enter into a separate take or pay or contribution in aid of construction agreement for the extension of any facilities, the provisions of any such take or pay or contribution in aid of construction agreement shall be controlling in the event of a conflict with this Agreement.
- d. The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified.

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5. **STANDARDS.** The Gas Service shall be supplied for Customer's use subject to the Gas Service Standards of Company on file with the appropriate regulatory body having jurisdiction as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.

##### 6. LIMITATION OF LIABILITY.

- a. The Company agrees to use commercially reasonable efforts in the performance of this Agreement. Notwithstanding the foregoing, **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.**
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE**

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Date Issued: August 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 278  
CANCELLING ORIGINAL SHEET NO. 278

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)

TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.

7. **FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages.
8. **COMPANY PROPERTY.**
- a. The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property.
- b. Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property.
9. **CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment and employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment.
10. **RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Gas Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal.
11. **INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Gas Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the provider's act of negligence.
12. **TERM.** This Agreement shall continue for a period of (3) three years commencing , 20 , and ending , 20 , and thereafter may be terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs



# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 279  
CANCELLING ORIGINAL SHEET NO. 279

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld. N
14. **AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties. N
15. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A. N
16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections. N
17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion. N
18. **COMMUNICATION BETWEEN THE PARTIES.** N

All communications related to this Agreement will be to the persons listed below: N

**CUSTOMER:** N

Name: N  
Attention: N  
Address: N  
Address: N

**COMPANY:** N

**INTERSTATE POWER AND LIGHT COMPANY** N  
Attention: N  
Address: N  
Address: N

19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, but specifically Articles 6, 9 and 11. N
20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein. N
21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An N

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 280

CANCELLING ORIGINAL SHEET NO. 280

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

---

#### 14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)

electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The terms and conditions of this Agreement shall govern the following documents, and shall control over any conflicting term or condition found therein. The following documents are part of this Agreement

EXHIBIT A  
EXHIBIT B      INTERRUPTIBLE SERVICE TERMS AND CONDITIONS  
EXHIBIT C      GAS DATA AGREEMENT

**IN WITNESS WHEREOF**, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

**INTERSTATE POWER AND LIGHT COMPANY**  
(Company)

Signed By: \_\_\_\_\_

Title:

Name:

\_\_\_\_\_  
(Customer)

Signed By: \_\_\_\_\_

Title:

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

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 281  
CANCELLING ORIGINAL SHEET NO. 281

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)

##### EXHIBIT A

TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

1. The “applicable Pipeline” is \_\_\_\_\_
2. Point of Receipt by COMPANY \_\_\_\_\_
3. Point of Delivery to Customer - Meter outlet
4. a. Advance or contribution to extension of facilities (before any applicable tax gross-up).  
\$ \_\_\_\_\_  
  
(Based upon expected annual base revenue of \$ \_\_\_\_\_ - total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply – times three, or \$ \_\_\_\_\_, and extension investment of \$ \_\_\_\_\_.
- b. Advance contribution with applicable tax gross-up \$ \_\_\_\_\_.
5. Account No.(s) \_\_\_\_\_
6. Meter No.(s) \_\_\_\_\_
7. Firm/Interruptible Service (choose one) \_\_\_\_\_

#### SUPPLY INFORMATION

<u>Maximum Hourly Volumes (Dth)*</u>	<u>Maximum, Daily Volumes ( Dth)*</u>	<u>Contract Demand Daily (Dth)*</u>	<u>Applicable Rate Schedule</u>
_____	_____	_____	_____

\*or other applicable unit of measures as may be set forth in the Company’s tariff on file with the Iowa Utilities Board or other such applicable regulatory body.

Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

FIRST REVISED SHEET NO. 282  
CANCELLING ORIGINAL SHEET NO. 282

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)

EXHIBIT B  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

INTERRUPTIBLE SERVICE TERMS AND CONDITIONS

1. If any portion of the Gas Service is classified as Interruptible, Customer acknowledges that delivery of such Gas Service is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company. Company shall not be liable to Customer in any way whatsoever as a result of such action. N
2. Company agrees to use commercially reasonable efforts to minimize the total intentional interruptions to be called each load year. Notwithstanding the foregoing, **COMPANY MAKES NO REPRESENTATION, GUARANTEE OR OTHER WARRANTY REGARDING THE MINIMUM NUMBER OF SUCH CURTAILMENTS NOR THE LENGTH OF EACH SUCH CURTAILMENT.** N
3. Company agrees to use commercially reasonable efforts to give customer two (2) hours' notice before curtailment. Customer acknowledges that two (2) hours' notice may not be feasible in every situation. Customer represents and expressly agrees that regardless of the extent of the notice period, upon notice by the Company, Customer shall curtail or discontinue the use of gas as directed by the Company. N
4. Failure on the part of the Customer to comply with the foregoing directive to curtail shall be cause for Company to shut off the entire gas supply to the Customer, and further shall be cause for immediate cancellation of the Agreement. **COMPANY SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) AS A RESULT OF SUCH ACTION.** N
5. All volumes of gas taken by the Customer on each and every billing day during an ordered curtailment period shall be paid by Customer, in accordance with the Applicable Rate Schedule(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction. A billing day is defined as the 24 consecutive hour period considered a day by the pipeline company from which the COMPANY receives the Customer's gas supply. N
6. Customer agrees to execute the Gas Data Agreement, attached hereto as Exhibit C. N

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

C  
N  
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# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 283

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)

EXHIBIT C  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

GAS DATA AGREEMENT

This Gas Data Agreement ("Data Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_ (hereinafter referred to as "Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**WHEREAS**, the Company owns and operates a gas data collection computer system and data equipment (hereinafter "System") which compiles data on a daily basis concerning natural gas usage by Customer; and

**WHEREAS**, Customer is interested in obtaining data relating to Customer's daily natural gas usage from the System; and

**WHEREAS**, Company is willing to grant Customer this data in accordance with the following terms and conditions;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **TERM.** This Data Agreement shall become effective as of the \_\_\_\_\_, and shall remain in force until terminated by either Party giving the other not less than thirty (30) days prior written notice of termination.
2. **SERVICES.** Company will make the usage data available to Customer upon execution of this Data Agreement. Customer may designate in writing to Company an authorized agent or agents to receive the Customer's natural gas usage information. Said agents will be required to sign a Data Agreement.  
  
At Customer's option, IPL will provide the usage data in either electronic or hardcopy format.
3. **PROPRIETARY RIGHTS.** Customer acknowledges that the System is proprietary to the Company and the Company retains all rights and ownership in the System and all output therefrom.
4. **WARRANTY.**
  - a. The Parties agree that the Company has made reasonable efforts to ensure that the usage data provided through the System is accurate and complete. However, Customer acknowledges that, as with any electronic system, the System is subject to interruptions, failures and data corruption. Customer acknowledges that the Company is not responsible for the adequacy or accuracy of the data or for any interruption or failures of the System.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 284

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)

- b. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR ACCURACY OF THE DATA, OR THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR FACILITIES WHICH SUPPORT THE SYSTEM AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **LIMITATION OF LIABILITY.**

  - a. Customer agrees to indemnify, hold harmless and defend the Company, and its employees and agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, losses, suits, causes of action, and the costs, damages, losses, and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) and all other liabilities of any nature whatsoever, which Company, or its employees and agents, may incur, become responsible for or pay out, arising directly or indirectly from Customer's use of data provided by the System.
  - b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CUSTOMER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES.**
6. **SUCCESSORS AND ASSIGNS.** This Data Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Data Agreement except upon the written consent of the Company, which such consent shall not be unreasonably withheld.
7. **AMENDMENTS.** This Data Agreement may only be amended by a written amendment executed by both Parties.
8. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Data Agreement. Venue shall lie in Linn County, Iowa.
9. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Data Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
10. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Data Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 285

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.07 GAS SERVICE AGREEMENT – SEASONAL (continued)

11. **SURVIVAL.** The clauses of this Data Agreement which are, by their nature, intended to survive termination of this Data Agreement shall survive, notwithstanding any termination of this Data Agreement, in full or in part, but specifically Articles 3, 4 and 5.
12. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Data Agreement or as affecting the true meaning of the provisions herein.
13. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Data Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Data Agreement. An electronic (PDF) or facsimile copy of the executed Data Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

This Data Agreement shall not be deemed to modify or amend any service. In witness whereof, the Parties hereunder have caused this Data Agreement to be executed as of the day and year first above written.

Interstate Power and Light Company (Company)

By \_\_\_\_\_

Title

Name

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 286

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.08 GAS FACILITIES EXTENSION AGREEMENT

##### GAS FACILITIES EXTENSION AGREEMENT (ADVANCE)

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **Interstate Power and Light Company**, hereinafter called the Company, and \_\_\_\_\_, hereinafter called the Customer/Developer.

#### WITNESSETH:

WHEREAS, the Company is engaged in the distribution of gas in the City of \_\_\_\_\_, Iowa; and WHEREAS, the Customer/Developer is the owner of the following legally described premises: \_\_\_\_\_, Iowa, as shown on the map attached hereto (marked Exhibit A) and made a part hereof;

WHEREAS, the Company desires to sell natural gas to the ultimate owners or occupants of the residences, or other buildings being built or installed on said premises, and the Customer/Developer desires to have natural gas available for such residences or other buildings to be used for heating, water heating, cooking and other uses, hereinafter called gas service.

#### NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Company agrees to construct, install, maintain and operate natural gas facilities to serve said premises; upon application for gas service made by the owner or occupant of each such building.
2. The Customer/Developer agrees to advance to the Company the estimated cost of construction of gas facilities, as set out in Exhibit B, attached, and the Company agrees to refund to the Customer/Developer the cost of installing the facilities, as set forth in Paragraph 4 below.
3. For the purpose of this agreement, the Company's estimated cost and the Customer/Developer advance for this gas extension are shown on Exhibit B.
4. The Customer/Developer agrees to advance \$\_\_\_\_\_ to the Company payable prior to the commencement of construction. Upon acceptance by the Company of each application for gas service by Customer/Developers along the extensions contemplated herein, the Company shall refund Customer/Developer's advances in accordance with the Company's Gas Tariff Extension policy on file with the Iowa Utilities Board. The Company shall not be obligated to refund more than the original amount advanced and the refunds shall be without interest.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs



# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 287

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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### 14.08 GAS FACILITIES EXTENSION AGREEMENT (continued)

5. The obligation of the Company to make refund to the Customer/Developers shall be null and void after the expiration of ten (10) years from the date of this agreement, and any and all monies remaining unrefunded in the hands of the Company shall then become the sole property of the Company.

6. The Customer/Developer agrees to furnish at his own expense all necessary easements and permits required for the installation of said gas main, and the Customer/Developer and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.

7. Title to all gas facilities installed pursuant to this agreement shall be in the Company.

8. Applications for gas service referred to above shall be subject to and pursuant to applicable rules and regulations of the Company effective at the date of said applications with respect to the availability of natural gas and the rates and charges for same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

#### INTERSTATE POWER & LIGHT COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

#### CUSTOMER/DEVELOPER

By \_\_\_\_\_

Title \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 288

### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

#### 14.08 GAS FACILITIES EXTENSION AGREEMENT (continued)

#### EXHIBIT "B" TO ATTACHED GAS FACILITIES EXTENSION AGREEMENT

The gas main extension contemplated herein consists of:

<u>Length</u>	<u>Type</u>	<u>Cost (avg. historical) Per Foot Installed</u>		
____ Feet	1/4" or smaller	Mill Wrapped x	\$ _____	=
____ Feet	2"	Mill Wrapped x	\$ _____	=
____ Feet	4"	Mill Wrapped x	\$ _____	=
____ Feet	1-1/4" or smaller	Plastic x	\$ _____	=
____ Feet	2"	Plastic x	\$ _____	=
____ Feet	4"	Plastic x	\$ _____	=
		Gross Estimated Extension Cost		=\$ _____
		Less Contributed Services		=\$ _____
		Net Estimated Extension Cost		=\$ _____
		Current Extension Cost*		=\$ _____

Revenue per Dekatherm

Customer Class

- Small Firm
- Residential
- Non-residential Interruptible
- Small
- Large

Net Difference

Per Dekatherm

\$ \_\_\_\_\_

Estimated annual consumption of \_\_\_\_\_ Dekatherm x \_\_\_\_\_

"immediate potential" Customers\*\* = \_\_\_\_\_ Dekatherm x \_\_\_\_\_

Net Difference per Dekatherm x 6 (or 3 for Mason City and Clinton) = \$ \_\_\_\_\_

Extension Credit.

Extension Cost \$ \_\_\_\_\_

minus Extension Credit \$ \_\_\_\_\_

Multiplied by (income tax factor) \_\_\_\_\_

Equals Contribution required \$ \_\_\_\_\_

\* Use this amount if less than net estimated extension cost figures which are based upon an historical average.

\*\* If there are no "immediate potential" customers then use zero (0).

Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 289

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.09 GAS FACILITIES EXTENSION AGREEMENT – CONTRIBUTION

##### GAS FACILITIES EXTENSION AGREEMENT Contribution in Aid of Construction

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Interstate Power and Light Company, hereinafter called the Company, and \_\_\_\_\_, hereinafter called the Customer.

WITNESSETH:

WHEREAS, the Company is engaged in the distribution of natural gas; and  
WHEREAS, the Customer is the owner of the following legally described premises:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Iowa, as shown on the map attached hereto (marked Exhibit A) and made a part hereof;

WHEREAS, the Company desires to sell natural gas to the ultimate owners or occupants of the residences, businesses, farms, or other buildings on said premises, and the Customer desires to have natural gas available for such residences or other buildings to be used for heating, water heating, cooking and other uses, hereinafter called gas service.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Company agrees to construct, install, maintain and operate natural gas facilities to serve said premises; upon application for gas service made by the owner or occupant of each such building.
2. The Customer agrees to contribute \$ \_\_\_\_\_ including \$ \_\_\_\_\_ for income taxes, to the Company for the estimated cost of construction of gas facilities, less credits, as set out in Exhibit B, attached.
3. The Customer agrees to furnish at his or her own expense all necessary easements and permits required for the installation of said gas main, and the Customer and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.
4. Title to all gas facilities installed pursuant to this agreement shall be in the Company.
5. Applications for gas service referred to above shall be subject to and pursuant to applicable rules and regulations of the company effective at the date of said applications with respect to the availability of natural gas and the rates and charges for same.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

**INTERSTATE POWER AND LIGHT COMPANY  
GAS TARIFF**

Filed with the IOWA UTILITIES BOARD

**ORIGINAL TARIFF NO. 1**

ORIGINAL SHEET NO. 290

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**GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS**

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**14.09 GAS FACILITIES EXTENSION AGREEMENT - CONTRIBUTION (continued)**

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**INTERSTATE POWER & LIGHT COMPANY**

By \_\_\_\_\_

Title \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Title \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 291

### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

#### 14.09 GAS FACILITIES EXTENSION AGREEMENT-CONTRIBUTION (continued)

#### EXHIBIT "B" TO ATTACHED GAS FACILITIES EXTENSION AGREEMENT (Contribution In Aid of Construction)

The gas main extension contemplated herein consists of:

<u>Length</u>	<u>Type</u>	<u>Cost (avg. historical) Per Foot Installed</u>			
___ Feet	1/4" or smaller	Mill Wrapped	x	\$ _____	=
___ Feet	2"	Mill Wrapped	x	\$ _____	=
___ Feet	4"	Mill Wrapped	x	\$ _____	=
___ Feet	1-1/4" or smaller	Plastic	x	\$ _____	=
___ Feet	2"	Plastic	x	\$ _____	=
___ Feet	4"	Plastic	x	\$ _____	=

Gross Estimated Extension Cost = \$ \_\_\_\_\_  
 Less Contributed Services = \$ \_\_\_\_\_  
 Net Estimated Extension Cost = \$ \_\_\_\_\_  
 Current Extension Cost\* = \$ \_\_\_\_\_

Revenue Per Dekatherm  
Customer Class  
 Small Firm  
 Residential  
 Non-residential Interruptible  
 Small  
 Large

Net Difference  
Per Dekatherm  
 \$ \_\_\_\_\_

Estimated annual consumption of \_\_\_\_\_ Dekatherm x \_\_\_\_\_

"immediate potential" Customers \*\* = \_\_\_\_\_ Dekatherm x \_\_\_\_\_

Net Difference per Dekatherm x 6 (or 3 for Mason City and Clinton) = \$ \_\_\_\_\_ Extension Credit.

Extension Cost \$ \_\_\_\_\_  
 minus Extension Credit \$ \_\_\_\_\_  
 Multiplied by (income tax factor) \_\_\_\_\_  
 Equals Contribution required \$ \_\_\_\_\_

\* Use this amount if less than net estimated extension cost figures which are based upon an historical average.

\*\* If there are no "immediate potential" customers then use 0 (zero).

Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 292

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT



#### NATURAL GAS TRANSPORTATION AGREEMENT INTERSTATE POWER AND LIGHT COMPANY

Account No.

This Natural Gas Transportation Agreement (the "Agreement") is made this     day of     , 20     by and between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and     , a     with principal offices at     ,     ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

#### RECITALS:

**WHEREAS**, the Company is engaged in the distribution and transportation of natural gas; and

**WHEREAS**, the Customer is the owner of the premises generally known as     , located at     , in     County in the State of Iowa, (the "Site") and whereas further, Customer purchases and/or owns certain Customer-owned natural gas ("Customer Owned Gas"); and

**WHEREAS**, the Company desires to transport Customer Owned Gas to the Site, and the Customer desires to have such Customer Owned Gas transported to the Site ("Transportation Service");

**NOW THEREFORE**, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

#### AGREEMENT:

1. **AGREEMENT TO FURNISH AND PURCHASE.** The Company agrees to furnish Transportation Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company such Transportation Service upon the terms and conditions hereinafter provided.
2. **SERVICE CHARACTERISTICS.**
  - a. The Company will furnish Transportation Service to the Customer through one meter location in accordance with the Supply Information set forth in Exhibit A.
  - b. Customer agrees to use the gas and corresponding Transportation Service as stated herein. The Customer, or its agent, shall provide the Company nominations in a format requested by the Company.
  - c. The gas furnished hereunder is interruptible gas and delivery thereof is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 293

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT (continued)

- d. Pursuant to 199 IAC 19.13(6), Company hereby notifies Customer of the risks to Customer associated with transportation of Customer Owned Gas which are set forth on Exhibit C to this Agreement. The risks disclosed on Exhibit C are those reasonably known to Company at the time this contract is executed by Company.

#### 3. SERVICE CONDITION AND REQUIREMENTS.

- a. Company reserves the right to curtail or discontinue transporting Customer Owned Gas upon two (2) hours' notice by Company due to constraints on Company's system. A penalty shall be charged for quantities of gas taken during periods of curtailment in accordance with the Price Schedule(s) set forth in Exhibit A. Failure to comply with the directive to curtail due to constraints on Company's system shall be cause for Company to shut off the entire gas supply to Customer and further shall be cause for immediate cancellation of this Agreement. **COMPANY SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) AS A RESULT OF SUCH ACTION.** Customer Owned Gas shall not be interrupted due to curtailment of Company's system supply by its pipeline supplier.
- b. Transportation Service shall be provided through a Company owned and maintained meter with telemetering or other automated meter reading capabilities installed. Customer shall provide, install and maintain a weatherproof dedicated two-way telephone line, electrical service and electrical outlet with appropriate grounding for telemetering equipment. If the Customer fails to provide phone and/or electrical service that meet Company requirements, the Company reserves the right to curtail or discontinue transporting Customer Owned Gas. Any cost incurred by the Company related to the failure of the Customer to provide these services shall be billed to the Customer.

#### 4. RATES AND BILLING.

- a. The Company shall sell and furnish Transportation Service and the Customer shall use, purchase and pay for such Transportation Service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Price Schedule(s) specified in Exhibit A, or such other applicable price schedules as may hereafter at any time be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction.
- b. In addition, Customer shall be responsible for all costs incurred by Company in procurement of pipeline services on the Customer's behalf.
- c. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board.
- d. The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 294

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT (continued)

5. **STANDARDS.** The Transportation Service shall be supplied for Customer's use subject Rules and Regulations of Company on file with the appropriate regulatory body having jurisdiction over the Parties and the subject matter of this Agreement, as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.
6. **LIMITATION OF LIABILITY.**
  - a. The Company will use commercially reasonable efforts in the performance of this Agreement. **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.**
  - b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.**
7. **FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages.
8. **COMPANY PROPERTY.**
  - a. The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property.
  - b. Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property.
9. **CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment and employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs



# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 295

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT (continued)

10. **RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Transportation Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal.
11. **INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Transportation Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the provider's act of negligence.
12. **TERM.** This Agreement shall continue for a period of one (1) year commencing \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_, and thereafter, and may be terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date. All contracts, agreements and understandings between the Parties hereto, whether oral or written, pertaining to the subject matter hereof, heretofore made and entered into, shall hereby become null and void and of no further force and effect whatsoever.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld.
14. **AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties.
15. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.
16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.
18. **COMMUNICATION BETWEEN THE PARTIES.**

All communications related to this Agreement will be to the persons listed below:

**CUSTOMER:**

Name:  
Attention:  
Address:  
Address:

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 296

---

### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT (continued)

**COMPANY:**

Name: **INTERSTATE POWER AND LIGHT COMPANY**  
Attention:  
Address:  
Address:

19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, including but not limited to Articles 6, 9 and 11.
20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein.
21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The terms and conditions of this Agreement shall govern the following documents, and shall control over any conflicting term or condition found therein. The following documents are part of this Agreement

EXHIBIT A  
EXHIBIT B      GAS TELEMETERING DATA AGREEMENT  
EXHIBIT C      RISKS ASSOCIATED WITH TRANSPORTATION OF CUSTOMER OWNED GAS

In witness whereof, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

Interstate Power and Light Company  
(Company)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Name \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 297

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT (continued)

##### EXHIBIT A

TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

1. The Customer's interstate pipeline is \_\_\_\_\_
2. Point of Receipt by Company is \_\_\_\_\_
3. Point of Delivery to Customer is \_\_\_\_\_

Applicable Maximum Transportation Service Price Schedules	Maximum Daily Volumes (Dth)	Applicable Sales Service Price Schedule

Per Company's tariff, Company can charge Pipeline Demand/Reservation Charge to all new transportation Customers.

Account No(s) \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 298

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT (continued)

#### EXHIBIT B TO AGREEMENT DATED \_\_\_\_\_ BY AND BETWEEN INTERSTATE POWER AND LIGHT COMPANY AND \_\_\_\_\_

#### GAS TELEMETERING DATA AGREEMENT

This Gas Telemetering Data Agreement ("Data Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_, ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**WHEREAS**, the Company owns and operates a gas telemetering computer system and data equipment ("System") which compiles data on a daily basis concerning natural gas usage by Customer; and

**WHEREAS**, Customer is interested in obtaining data relating to Customer's daily natural gas usage from the System; and

**WHEREAS**, Company is willing to grant Customer this data in accordance with the following terms and conditions;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **TERM.** This Data Agreement shall become effective as of \_\_\_\_\_, and shall remain in force until terminated by either Party giving the other not less than thirty (30) days prior written notice of termination.
2. **SERVICES.** Company will make the usage data available to Customer upon execution of this Data Agreement. Customer may designate in writing to Company an authorized agent or agents to receive the Customer's natural gas usage information. Said agents will be required to sign a Gas Telemetering Data Agreement.

Customer will provide all computer hardware and software necessary to receive this usage information from the System.

3. **PROPRIETARY RIGHTS.** Customer acknowledges that the System is proprietary to the Company and the Company retains all rights and ownership in the System and all output therefrom. **Customer acknowledges that Customer will pay for all installation costs, monthly wireless phone charges and any time or materials needed for any trouble shooting or repairs going forward.**
4. **WARRANTY.**
  - a. The Parties agree that the Company has made reasonable efforts to ensure that the usage data provided through the System is accurate and complete. However, Customer acknowledges that, as with any electronic system, the System is subject to

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 299

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT (continued)

interruptions, failures and data corruption. Customer acknowledges that the Company is not responsible for the adequacy or accuracy of the data or for any interruption or failures of the System.

- b. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR ACCURACY OF THE DATA, OR THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR FACILITIES WHICH SUPPORT THE SYSTEM AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### 5. LIMITATION OF LIABILITY.

- a. Customer agrees to indemnify, hold harmless and defend the Company, and its employees and agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, losses, suits, causes of action, and the costs, damages, losses, and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) and all other liabilities of any nature whatsoever, which Company, or its employees and agents, may incur, become responsible for or pay out, arising directly or indirectly from Customer's use of data provided by the System.
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CUSTOMER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES.**
6. **SUCCESSORS AND ASSIGNS.** This Data Agreement shall be binding upon and inure to the benefits of the Parties hereto, their successors and assigns. Customer shall not assign this Data Agreement except upon the written consent of the Company, which such consent shall not be unreasonably withheld.
7. **AMENDMENTS.** This Data Agreement may only be amended by a written amendment executed by both Parties.
8. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Data Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.
9. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Data Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
10. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Data Agreement or to exercise

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 300

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT (continued)

any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

11. **SURVIVAL.** The clauses of this Data Agreement which are, by their nature, intended to survive termination of this Data Agreement shall survive, notwithstanding any termination of this Data Agreement, including but not limited to Articles 3, 4 and 5.
12. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Data Agreement or as affecting the true meaning of the provisions herein.
13. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Data Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Data Agreement. An electronic (PDF) or facsimile copy of the executed Data Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

This Data Agreement shall not be deemed to modify or amend any service. In witness whereof, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

Interstate Power and Light Company (Company)

By \_\_\_\_\_

Title

Name

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 301

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.10 GAS TRANSPORTATION AGREEMENT (continued)

**EXHIBIT C**  
**TO AGREEMENT DATED \_\_\_\_\_**  
**BY AND BETWEEN**  
**INTERSTATE POWER AND LIGHT COMPANY AND**  
**\_\_\_\_\_**

**RISKS ASSOCIATED WITH TRANSPORTATION OF CUSTOMER OWNED GAS**

Pursuant to 199 IAC 19.13(6), Company hereby notifies Customer of the risks to Customer associated with transportation of Customer Owned Gas. The risks disclosed are those reasonably known to Company at the time this contract is executed by Company. Customer is assumed by Company to be aware of all risks associated with Customer's purchase and transportation of gas prior to its delivery to Company at the Point of Receipt. This notice shall not be construed as limiting in any manner the risks assumed by Customer upon entering into this Contract. By signing this Contract, Customer acknowledges that it has been made aware of the risks disclosed and accepts those risks.

The risks associated of election without Company-supplied reserve are as follows:

- a. During the term of this Contract, Company has no obligation to maintain or secure any gas to sell to Customer for reserve or any other purpose.
- b. If, at any time, Customer desires to purchase sales service gas, Company shall only be obligated to provide such gas on an as-available basis pursuant to Company's tariff on file with the Iowa Utilities Board.
- c. Customer will be liable to Company for pipeline penalties which Company may incur as a result of incorrect, improper, or late transportation nominations provided to Company. Such penalties also apply to Customer's failure to properly nominate Company supplied reserves. Company reserves the right to reject improper nominations or those not made in a timely manner.
- d. If Customer uses gas from Company supplies in excess of the quantity of Customer Owned Gas transported, the gas will be provided only on an as-available basis and subject to penalty provisions, except where Customer has received prior written authorization from Company for limited excess use to be billed under the Company's tariff.
- e. Upon termination of this Contract, Company shall have no obligation to sell gas to the Customer. The right of Customer to buy gas or obtain transportation of Customer Owned Gas from Company after termination of this Contract shall be dependent on Company having or being able to secure adequate distribution capacity or supply at that time. The gas and the transportation of Customer Owned Gas shall be provided in accordance with Company's tariff.
- f. Other risks not specifically identified in this Exhibit C may arise from other provisions of the Agreement, the Company's tariff, and rules, regulations or orders of regulatory authorities.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 302

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL



#### NATURAL GAS TRANSPORTATION AGREEMENT INTERSTATE POWER AND LIGHT COMPANY

Account No.

This Natural Gas Transportation Agreement (the "Agreement") is made this     day of     , 20     by and between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and     , a     with principal offices at     , ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

#### RECITALS:

**WHEREAS**, the Company is engaged in the distribution and transportation of natural gas; and

**WHEREAS**, the Customer is the owner of the premises generally known as     , located at     , in     County in the State of Iowa, (the "Site") and whereas further, Customer purchases and/or owns certain Customer-owned natural gas ("Customer Owned Gas");

**WHEREAS**, the Company desires to transport Customer Owned Gas to the Site, and the Customer desires to have such Customer Owned Gas transported to the Site ("Transportation Service"); and

**WHEREAS**, the Customer requires seasonal usage and requests an extension of facilities, with such extension costing in excess of \$15,000.

**NOW THEREFORE**, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

#### AGREEMENT:

1. **AGREEMENT TO FURNISH AND PURCHASE.** The Company agrees to furnish Transportation Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company such Transportation Service upon the terms and conditions hereinafter provided.
2. **SERVICE CHARACTERISTICS.**
  - a. The Company will furnish Transportation Service to the Customer through one meter location in accordance with the Supply Information set forth in Exhibit A.
  - b. Customer agrees to use the gas and corresponding Transportation Service as stated herein. The Customer, or its agent, shall provide the Company nominations in a format requested by the Company.
  - c. The gas furnished hereunder is interruptible gas and delivery thereof is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs



# INTERSTATE POWER AND LIGHT COMPANY

## GAS TARIFF

Filed with the IOWA UTILITIES BOARD

### ORIGINAL TARIFF NO. 1

SUBSTITUTE FIRST REVISED SHEET NO. 303

CANCELLING ORIGINAL SHEET NO. 303

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#### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)

- d. Pursuant to 199 IAC 19.13(6), Company hereby notifies Customer of the risks to Customer associated with transportation of Customer Owned Gas which are set forth on Exhibit C to this Agreement. The risks disclosed on Exhibit C are those reasonably known to Company at the time this contract is executed by Company.

#### 3. SERVICE CONDITION AND REQUIREMENTS.

- a. Company reserves the right to curtail or discontinue transporting Customer Owned Gas upon two (2) hours' notice by Company due to constraints on Company's system. A penalty shall be charged for quantities of gas taken during periods of curtailment in accordance with the Price Schedule(s) set forth in Exhibit A. Failure to comply with the directive to curtail due to constraints on Company's system shall be cause for Company to shut off the entire gas supply to Customer and further shall be cause for immediate cancellation of this Agreement. **COMPANY SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) AS A RESULT OF SUCH ACTION.** Customer Owned Gas shall not be interrupted due to curtailment of Company's system supply by its pipeline supplier.
- b. Transportation Service shall be provided through a Company owned and maintained meter with telemetering or other automated meter reading capabilities installed. Customer shall provide, install and maintain a weatherproof dedicated two-way telephone line, electrical service and electrical outlet with appropriate grounding for telemetering equipment. If the Customer fails to provide phone and/or electrical service that meet Company requirements, the Company reserves to right to curtail or discontinue transporting Customer Owned Gas. Any cost incurred by the Company related to the failure of the Customer to provide these services shall be billed to the Customer.

#### 4. RATES AND BILLING.

- a. The Company shall sell and furnish Transportation Service and the Customer shall use, purchase and pay for such Transportation Service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Price Schedule(s) specified in Exhibit A, or such other applicable price schedules as may hereafter at any time be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction.
- b. In addition, Customer shall be responsible for all costs incurred by Company in procurement of pipeline services on the Customer's behalf.
- c. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board.
- d. In the event facilities are extended by the Company to provide Transportation Service, after the third full year of service, the Customer's billings for the three years of service will be reviewed to determine base revenue (total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply). If Customer was billed less than the minimum annual base revenue,

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Date Issued: August 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY

## GAS TARIFF

Filed with the IOWA UTILITIES BOARD

### ORIGINAL TARIFF NO. 1

SUBSTITUTE FIRST REVISED SHEET NO. 304

CANCELLING ORIGINAL SHEET NO. 304

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#### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)

required to support the \$ \_\_\_\_\_ of facility extension (total facility extension investment less any initial advance or contribution), Customer will be assessed an advance or contribution, supplemental to any previous advance or contribution, to reduce the investment in the facility extension to the level supported by Customer's three-year base revenue. Notwithstanding the foregoing, in the event Company and Customer enter into a separate take or pay or contribution in aid of construction agreement for the extension of any facilities, the provisions of any such take or pay or contribution in aid of construction agreement shall be controlling in the event of a conflict with this Agreement.

D  
C  
N

e. The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified.

5. **STANDARDS.** The Transportation Service shall be supplied for Customer's use subject Rules and Regulations of Company on file with the appropriate regulatory body having jurisdiction over the Parties and the subject matter of this Agreement, as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.

#### 6. LIMITATION OF LIABILITY.

a. The Company will use commercially reasonable efforts in the performance of this Agreement. **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.**

b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.**

7. **FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages.

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Date Issued: August 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 305

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)

##### 8. COMPANY PROPERTY.

- a. The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property.
- b. Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property.

9. **CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment and employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment.

10. **RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Transportation Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal.

11. **INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Transportation Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the provider's act of negligence.

12. **TERM.** This Agreement shall continue for a period of one (1) year commencing \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_, and thereafter, and may be terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date. All contracts, agreements and understandings between the Parties hereto, whether oral or written, pertaining to the subject matter hereof, heretofore made and entered into, shall hereby become null and void and of no further force and effect whatsoever.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld.

14. **AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 306

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)

15. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.
16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

#### 18. COMMUNICATION BETWEEN THE PARTIES.

All communications related to this Agreement will be to the persons listed below:

**CUSTOMER:**

Name:  
Attention:  
Address:  
Address:

**COMPANY:**

Name: **INTERSTATE POWER AND LIGHT COMPANY**  
Attention:  
Address:  
Address:

19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, including but not limited to Articles 6, 9 and 11.
20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein.
21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 307

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)

22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The terms and conditions of this Agreement shall govern the following documents, and shall control over any conflicting term or condition found therein. The following documents are part of this Agreement

EXHIBIT A  
EXHIBIT B      GAS TELEMETERING DATA AGREEMENT  
EXHIBIT C      RISKS ASSOCIATED WITH TRANSPORTATION OF CUSTOMER OWNED GAS

In witness whereof, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

Interstate Power and Light Company  
(Company)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_  
Title \_\_\_\_\_  
Name \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 308

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)

##### EXHIBIT A

TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

1. The Customer's interstate pipeline is \_\_\_\_\_
2. Point of Receipt by Company is \_\_\_\_\_
3. Point of Delivery to Customer is \_\_\_\_\_
4. a. Advance or contribution to extension of facilities (before any applicable tax gross-up).  
\$ \_\_\_\_\_  
b. Based upon expected annual base revenue of \$ \_\_\_\_\_ - total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply – times three, or \$ \_\_\_\_\_, and extension investment of \$ \_\_\_\_\_.
5. Advance contribution with applicable tax gross-up \$ \_\_\_\_\_.

Applicable Maximum Transportation Service Price Schedules	Maximum Daily Volumes (Dth)*	Applicable Sales Service Price Schedule

6. Account No.(s) \_\_\_\_\_

Per Company's tariff, Company can charge Pipeline Demand/Reservation Charge to all new transportation Customers.

\*or other applicable unit of measures as may be set forth in the Company's tariff on file with the Iowa Utilities Board or other such applicable regulatory body.

Account No(s) \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 309

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)

##### EXHIBIT B TO AGREEMENT DATED \_\_\_\_\_ BY AND BETWEEN INTERSTATE POWER AND LIGHT COMPANY AND \_\_\_\_\_

##### GAS TELEMETERING DATA AGREEMENT

This Gas Telemetering Data Agreement ("Data Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_, ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

**WHEREAS**, the Company owns and operates a gas telemetering computer system and data equipment ("System") which compiles data on a daily basis concerning natural gas usage by Customer; and

**WHEREAS**, Customer is interested in obtaining data relating to Customer's daily natural gas usage from the System; and

**WHEREAS**, Company is willing to grant Customer this data in accordance with the following terms and conditions;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **TERM.** This Data Agreement shall become effective as of \_\_\_\_\_, and shall remain in force until terminated by either Party giving the other not less than thirty (30) days prior written notice of termination.
2. **SERVICES.** Company will make the usage data available to Customer upon execution of this Data Agreement. Customer may designate in writing to Company an authorized agent or agents to receive the Customer's natural gas usage information. Said agents will be required to sign a Gas Telemetering Data Agreement.

Customer will provide all computer hardware and software necessary to receive this usage information from the System.

3. **PROPRIETARY RIGHTS.** Customer acknowledges that the System is proprietary to the Company and the Company retains all rights and ownership in the System and all output therefrom. **Customer acknowledges that Customer will pay for all installation costs, monthly wireless phone charges and any time or materials needed for any trouble shooting or repairs going forward.**
4. **WARRANTY.**
  - a. The Parties agree that the Company has made reasonable efforts to ensure that the usage data provided through the System is accurate and complete. However, Customer acknowledges that, as with any electronic system, the System is subject to

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 310

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT-SEASONAL (continued)

interruptions, failures and data corruption. Customer acknowledges that the Company is not responsible for the adequacy or accuracy of the data or for any interruption or failures of the System.

- b. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR ACCURACY OF THE DATA, OR THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR FACILITIES WHICH SUPPORT THE SYSTEM AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### 5. LIMITATION OF LIABILITY.

- a. Customer agrees to indemnify, hold harmless and defend the Company, and its employees and agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, losses, suits, causes of action, and the costs, damages, losses, and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) and all other liabilities of any nature whatsoever, which Company, or its employees and agents, may incur, become responsible for or pay out, arising directly or indirectly from Customer's use of data provided by the System.
- b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CUSTOMER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES.**
6. **SUCCESSORS AND ASSIGNS.** This Data Agreement shall be binding upon and inure to the benefits of the Parties hereto, their successors and assigns. Customer shall not assign this Data Agreement except upon the written consent of the Company, which such consent shall not be unreasonably withheld.
7. **AMENDMENTS.** This Data Agreement may only be amended by a written amendment executed by both Parties.
8. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Data Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.
9. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Data Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
10. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Data Agreement or to exercise

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs



# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 311

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)

any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

11. **SURVIVAL.** The clauses of this Data Agreement which are, by their nature, intended to survive termination of this Data Agreement shall survive, notwithstanding any termination of this Data Agreement, including but not limited to Articles 3, 4 and 5.
12. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Data Agreement or as affecting the true meaning of the provisions herein.
13. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Data Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Data Agreement. An electronic (PDF) or facsimile copy of the executed Data Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

This Data Agreement shall not be deemed to modify or amend any service. In witness whereof, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

Interstate Power and Light Company (Company)

By \_\_\_\_\_

Title

Name

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.11 GAS TRANSPORTATION AGREEMENT – SEASONAL (continued)

**EXHIBIT C**  
**TO AGREEMENT DATED \_\_\_\_\_**  
**BY AND BETWEEN**  
**INTERSTATE POWER AND LIGHT COMPANY AND**  
**\_\_\_\_\_**

**RISKS ASSOCIATED WITH TRANSPORTATION OF CUSTOMER OWNED GAS**

Pursuant to 199 IAC 19.13(6), Company hereby notifies Customer of the risks to Customer associated with transportation of Customer Owned Gas. The risks disclosed are those reasonably known to Company at the time this contract is executed by Company. Customer is assumed by Company to be aware of all risks associated with Customer's purchase and transportation of gas prior to its delivery to Company at the Point of Receipt. This notice shall not be construed as limiting in any manner the risks assumed by Customer upon entering into this Contract. By signing this Contract, Customer acknowledges that it has been made aware of the risks disclosed and accepts those risks.

The risks associated of election without Company-supplied reserve are as follows:

- a. During the term of this Contract, Company has no obligation to maintain or secure any gas to sell to Customer for reserve or any other purpose.
- b. If, at any time, Customer desires to purchase sales service gas, Company shall only be obligated to provide such gas on an as-available basis pursuant to Company's tariff on file with the Iowa Utilities Board.
- c. Customer will be liable to Company for pipeline penalties which Company may incur as a result of incorrect, improper, or late transportation nominations provided to Company. Such penalties also apply to Customer's failure to properly nominate Company supplied reserves. Company reserves the right to reject improper nominations or those not made in a timely manner.
- d. If Customer uses gas from Company supplies in excess of the quantity of Customer Owned Gas transported, the gas will be provided only on an as-available basis and subject to penalty provisions, except where Customer has received prior written authorization from Company for limited excess use to be billed under the Company's tariff.
- e. Upon termination of this Contract, Company shall have no obligation to sell gas to the Customer. The right of Customer to buy gas or obtain transportation of Customer Owned Gas from Company after termination of this Contract shall be dependent on Company having or being able to secure adequate distribution capacity or supply at that time. The gas and the transportation of Customer Owned Gas shall be provided in accordance with Company's tariff.
- f. Other risks not specifically identified in this Exhibit C may arise from other provisions of the Agreement, the Company's tariff, and rules, regulations or orders of regulatory authorities.

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Date Issued: December 11, 2012

Effective Date: January 10, 2013

By: Erik C. Madsen – Director, Regulatory Affairs

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

SUBSTITUTE ORIGINAL SHEET NO. 312.1

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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**14.12 RESIDENTIAL CUSTOMER NON-STANDARD METER OPTION - TERMS and CONDITIONS:** Residential Customers may elect to forego advanced metering infrastructure (AMI) by electing the non-standard meter alternative option (NSMA Option), subject to the following terms and conditions. Customers that elect the NSMA Option shall be subject to the applicable monthly charge identified in Section 6.09(A) of these General Rules and Regulations.

Subject to the exceptions in this Section 14.12, a residential Customer may request a NSMA Option when AMI technology would otherwise be installed and operating on the Customer's premise. "AMI technology" refers to a module being added to an existing mechanical meter and does not require replacement of the entire meter.

Residential Customers must meet the following eligibility requirements in order to participate in the NSMA Option:

1. The Customer of record, who is responsible for payment of the natural gas service at the premise the meter is located, must request the NSMA Option;
2. The Customer must be billed for natural gas service pursuant to the tariff for Residential Gas Service; and
3. The Customer shall have only a single meter at the Customer's point of delivery measuring natural gas service.

Customers that elect the NSMA Option must agree to semi-annual actual meter readings by the Company with estimated meter readings for the billings for all other months.

Company will install AMI technology onto the meter in the event Customer:

1. voluntarily agrees to have the Company install AMI technology; or
2. is no longer the Customer of record responsible for payment of the natural gas service at the premise where the meter is located. IPL shall install an AMI technology for any new Customer at the premise, however, any Customer shall have the right to opt-out of having an AMI technology at any time, subject to the other provisions of this tariff.

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Date Issued: November 12, 2019

Effective Date: January 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.2

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR:

##### NATURAL GAS SERVICE AGREEMENT INTERSTATE POWER AND LIGHT COMPANY

Account No. \_\_\_\_\_

**THIS GAS SERVICE AGREEMENT** (the "Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **INTERSTATE POWER AND LIGHT COMPANY**, an Iowa Corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa 52401 ("Company"), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_ ("Customer"). Customer and Company are referred to jointly herein as "Parties" or individually as "Party."

#### RECITALS:

**WHEREAS**, the Company is engaged in the distribution of natural gas; and

**WHEREAS**, the Customer is the owner of the premises generally known as \_\_\_\_\_, located at \_\_\_\_\_, in \_\_\_\_\_ County in the State of Iowa (the "Site"), and whereas further, the Customer operates certain equipment now installed or to be installed at the Site by Customer;

**WHEREAS**, the Company desires to sell natural gas service at the Site, and the Customer desires to have natural gas available at the Site ("Gas Service");

**WHEREAS**, the Customer requires seasonal usage and requests an extension of facilities, with such extension costing in excess of \$15,000; and

**WHEREAS**, the Customer has provided documented evidence of eligibility for the Company's extension policy governing competitive situations.

**NOW THEREFORE**, for and in consideration of the foregoing recitals; the promises, terms and conditions set forth in this Agreement; and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

#### AGREEMENT

**AGREEMENT TO SELL AND PURCHASE.** The Company agrees to sell and furnish Gas Service to the Customer at the Site and the Customer agrees to purchase and receive from the Company Gas Service upon the terms and conditions hereinafter provided.

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.3

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

##### 2. SERVICE CHARACTERISTICS.

- a. The Company will furnish Gas Service to the Customer through one meter location in accordance with the Supply Information set forth in Exhibit A.
- b. Company shall deliver gas to Customer at the point of delivery directly from its \_\_\_\_\_ pressure (nominal \_\_\_\_\_ psig.) distribution system. Such delivery will be at such varying pressures as may exist under operating conditions at the point of delivery, but shall not be less than \_\_\_\_\_ psig. so far as practicable. Customer will install, operate and maintain at Customer's expense such pressure regulating devices as may be required for utilization of gas as delivered.
- c. The Contract Demand as set out on Exhibit A, if applicable, may be increased or decreased solely by mutual written agreement. A separate service agreement shall be required for additional meter location(s).
- d. The Customer agrees to use the Gas Service as stated herein.
- e. The Customer chooses / does not choose (circle one) Interruptible Service. If Customer elects Interruptible Service, the terms and conditions of such service shall be in accordance with Exhibits B and C to this Agreement.

##### 3. SERVICE CONDITION AND REQUIREMENTS.

- a. Customer will take from the Company, through one point of delivery, Gas Service for all energy requirements at the Site, and it will observe the rules and regulations of the Company pertaining to Gas Service. If any portion of the Gas Service is classified as Interruptible, the terms of such service shall be in accordance with Exhibit B.
- b. It is understood that Company can only deliver gas of such quality and characteristics as it receives from its pipeline supplier and/or transporter and that Company shall be under no liability to Customer for delivering gas of different specifications than those authorized by FERC for delivery by that supplier. The gas delivered hereunder by Company will have added to it an odorant of a type and in an amount determined by Company to meet its own safety requirements and those established by any regulatory body having jurisdiction. The gas delivered hereunder by Company will have mixed with it quantities of a propane-air mixture at such times and in such amounts as determined by the Company to best utilize alternate sources of supply on an economic basis, but in no event shall the BTU content of such mixture of gases be less than the BTU content of the gas provided by supplier.
- c. The unit of volume for deliveries hereunder shall be as specified in the designated rate schedule.
- d. The average total heating value per cubic foot of the gas delivered hereunder shall be the heating value of the gas as delivered to the Company by supplier, as determined by supplier pursuant to its FERC Gas Tariff applicable to Company's purchases.

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

SUBSTITUTE ORIGINAL SHEET NO. 312.4

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

- e. The total quantity delivered to Customer hereunder shall be the quantity determined by Company's meter as adjusted pursuant to attached rate schedule, and the Company's standards for service.
- f. Title to the natural gas shall pass to Customer at the point of delivery hereinbefore defined, and thereafter Company shall have no responsibility or liability in relation thereto.
- g. It is understood by the Customer that, if at any future time it should elect to accept gas service under some other available natural gas service rate, any expense brought about by necessary changes on the Site shall be borne by the Customer.
- h. The Gas Service furnished under this Agreement includes only that which is incidental to the Customer and no part of the said Gas Service shall be sold by the Customer to any other third party. Customer agrees to use Gas Service only as herein stated.

#### 4. RATES AND BILLING.

- a. The Company shall sell and furnish Gas Service and the Customer shall purchase and use and pay for such service in accordance with the terms and conditions of this Agreement and pursuant to the terms set forth in the Applicable Rate Schedules(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction.
- b. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Iowa Code Chapter 476 or a ruling by the Iowa Utilities Board.
- c. In the event facilities are extended by the Company to provide service, after the fifth full year of service, the Customer's billings for the five years of service will be reviewed to determine base revenue (total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply). If Customer was billed less than the minimum annual base revenue, required to support the \$ \_\_\_\_\_ of facility extension (total facility extension investment less any initial advance or contribution), Customer will be assessed an advance or contribution, supplemental to any previous advance or contribution, to reduce the investment in the facility extension to the level supported by Customer's five-year base revenue. Notwithstanding the foregoing, in the event Company and Customer enter into a separate take or pay or contribution in aid of construction agreement for the extension of any facilities, the provisions of any such take or pay or contribution in aid of construction agreement shall be controlling in the event of a conflict with this Agreement.
- d. The Company shall issue an invoice or bill to Customer for all amounts due and owing under this Agreement. All bills are due and payable upon presentation. Late payment charges apply under the terms of Company's Rules and Regulations as they now exist or may hereafter be modified.

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Date Issued: August 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.5

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

5. **STANDARDS.** The Gas Service shall be supplied for Customer's use subject to the Gas Service Standards of Company on file with the appropriate regulatory body having jurisdiction as they now exist or may hereafter be changed. It is expressly understood that this Agreement is subject to the authority of any regulatory body having jurisdiction over the Parties and the subject matter of this Agreement.

6. **LIMITATION OF LIABILITY.**

- a. The Company agrees to use commercially reasonable efforts in the performance of this Agreement. Notwithstanding the foregoing, **WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGES SUFFERED BY THE CUSTOMER FOR ANY SERVICE INTERRUPTION, IRREGULARITIES OR ANY OTHER CAUSES OR ABNORMALITIES NOT CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY.**

**IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF POWER, LOSS OF PRODUCT OR LOSS OF REVENUES, HOWEVER CAUSED.**

7. **FORCE MAJEURE.** Company shall not be deemed in breach of this Agreement or be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in the performance of its obligations under this Agreement due to any cause or circumstance beyond its control, including but not limited to strikes, riots, acts of God, or accidents; provided, however, that Company shall in good faith use such effort as is reasonable under all the circumstances known to Company at the time to remove or remedy the cause and mitigate the damages.

8. **COMPANY PROPERTY.**

- a. The Customer shall be responsible for all damage to, misuse of, or loss of the Company's property located at the Site unless caused by the sole negligence of the Company. The Customer shall not authorize any person to change, remove or tamper with the Company's property.
- b. Any and all equipment, apparatus and devices placed or installed by the Company on or in the Site shall be and remain the property of the Company, regardless of the mode or manner of annexation or attachment to real property.

9. **CUSTOMER PROPERTY.** The Customer shall be solely responsible for the design, installation, maintenance and safety of any and all Customer supplied facilities or equipment. The Customer shall provide and maintain the necessary protection equipment to protect its own facilities from harm from any electrical cause as well as to protect the Company's equipment and employees, agents, contractors, and subcontractors from any damages, interruption of service, or faulty service due to faults or operations of the Customer's equipment.

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.6

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

10. **RIGHTS OF WAY AND ACCESS.** The Customer hereby authorizes agents of the Company to enter the Site at all times for any purpose incidental to the supplying of Gas Service, including but not limited to, inspecting the Site equipment and connections; repairing, replacing or removing Company property, or tree trimming and/or removal.
11. **INDEMNIFICATION.** The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's Site of the Gas Service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the Site of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the provider's act of negligence.
12. **TERM.** This Agreement shall continue for a period of (5) five years commencing \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_, and thereafter may be terminated by either Party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Agreement except upon the written consent of the Company, which consent shall not be unreasonably withheld.
14. **AMENDMENTS.** This Agreement may only be amended by a written amendment executed by both Parties.
15. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Agreement. Venue shall lie in Linn County, Iowa. Any dispute not settled by the management of the Parties shall be settled by arbitration in accordance with Iowa Code Chapter 679A.
16. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
17. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy



# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.7

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

#### 18. COMMUNICATION BETWEEN THE PARTIES.

All communications related to this Agreement will be to the persons listed below:

##### CUSTOMER:

Name:  
Attention:  
Address:  
Address:

##### COMPANY:

**INTERSTATE POWER AND LIGHT COMPANY**  
Attention:  
Address:  
Address:

19. **SURVIVAL.** The clauses of this Agreement which are, by their nature, intended to survive termination of this Agreement shall survive, notwithstanding any termination of this Agreement, in full or in part, but specifically Articles 6, 9 and 11.
20. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Agreement or as affecting the true meaning of the provisions herein.
21. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
22. **CONTRACT DOCUMENTS.** This Agreement represents the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The terms and conditions of this Agreement shall govern the following documents, and shall control over any conflicting term or condition found therein. The following documents are part of this Agreement

EXHIBIT A	
EXHIBIT B	INTERRUPTIBLE SERVICE TERMS AND CONDITIONS
EXHIBIT C	GAS DATA AGREEMENT
EXHIBIT D	EVIDENCE OF COMPETITION

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.8

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

**IN WITNESS WHEREOF**, the Parties hereunder have caused these presents to be executed as of the day and year first above written.

**INTERSTATE POWER AND LIGHT COMPANY**  
(Company)

Signed By:

\_\_\_\_\_

Title:

Name:

\_\_\_\_\_  
(Customer)

Signed By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Name:

\_\_\_\_\_

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.9

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

**EXHIBIT A  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_**

1. The “applicable Pipeline” is \_\_\_\_\_
2. Point of Receipt by COMPANY \_\_\_\_\_
3. Point of Delivery to Customer - Meter outlet
4. a. Advance or contribution to extension of facilities (before any applicable tax gross-up).  
\$ \_\_\_\_\_

(Based upon expected annual base revenue of \$ \_\_\_\_\_ - total rate schedule charges, less charges applicable to energy efficiency programs and cost of gas supply – times five, or \$ \_\_\_\_\_, and extension investment of \$ \_\_\_\_\_.

- b. Advance contribution with applicable tax gross-up \$ \_\_\_\_\_.
5. Account No.(s) \_\_\_\_\_
6. Meter No.(s) \_\_\_\_\_
7. Firm/Interruptible Service (choose one) \_\_\_\_\_

#### SUPPLY INFORMATION

<u>Maximum Hourly Volumes (Dth)*</u>	<u>Maximum, Daily Volumes ( Dth)*</u>	<u>Contract Demand Daily (Dth)*</u>	<u>Applicable Rate Schedule</u>
_____	_____	_____	_____
_____	_____	_____	_____

\*or other applicable unit of measures as may be set forth in the Company’s tariff on file with the Iowa Utilities Board or other such applicable regulatory body.

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

SUBSTITUTE ORIGINAL SHEET NO. 312.10

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

EXHIBIT B  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

**INTERRUPTIBLE SERVICE TERMS AND CONDITIONS**

1. If any portion of the Gas Service is classified as Interruptible, Customer acknowledges that delivery of such Gas Service is subject to curtailment. Customer agrees to curtail use of gas hereunder to the extent and for the periods requested by Company. Company shall not be liable to Customer in any way whatsoever as a result of such action.
2. Company agrees to use commercially reasonable efforts to minimize the total intentional interruptions to be called each load year. Notwithstanding the foregoing, **COMPANY MAKES NO REPRESENTATION, GUARANTEE OR OTHER WARRANTY REGARDING THE MINIMUM NUMBER OF SUCH CURTAILMENTS NOR THE LENGTH OF EACH SUCH CURTAILMENT.**
3. Company agrees to use commercially reasonable efforts to give customer two (2) hours' notice before curtailment. Customer acknowledges that two (2) hours' notice may not be feasible in every situation. Customer represents and expressly agrees that regardless of the extent of the notice period, upon notice by the Company, Customer shall curtail or discontinue the use of gas as directed by the Company.
4. Failure on the part of the Customer to comply with the foregoing directive to curtail shall be cause for Company to shut off the entire gas supply to the Customer, and further shall be cause for immediate cancellation of the Agreement. **COMPANY SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY WHATSOEVER (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) AS A RESULT OF SUCH ACTION.**
5. All volumes of gas taken by the Customer on each and every billing day during an ordered curtailment period shall be paid by Customer, in accordance with the Applicable Rate Schedule(s) specified in Exhibit A or such applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction. A billing day is defined as the 24 consecutive hour period considered a day by the pipeline company from which the COMPANY receives the Customer's gas supply.
6. Customer agrees to execute the Gas Data Agreement, attached hereto as Exhibit C.

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Date Issued: August 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.11

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

**EXHIBIT C  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_  
GAS DATA AGREEMENT**

This Gas Data Agreement (“Data Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa (“Company”), and \_\_\_\_\_ a \_\_\_\_\_ with principal offices at \_\_\_\_\_ (hereinafter referred to as “Customer”). Customer and Company are referred to jointly herein as “Parties” or individually as “Party.”

**WHEREAS**, the Company owns and operates a gas data collection computer system and data equipment (hereinafter “System”) which compiles data on a daily basis concerning natural gas usage by Customer; and

**WHEREAS**, Customer is interested in obtaining data relating to Customer’s daily natural gas usage from the System; and

**WHEREAS**, Company is willing to grant Customer this data in accordance with the following terms and conditions;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. **TERM.** This Data Agreement shall become effective as of the \_\_\_\_\_, and shall remain in force until terminated by either Party giving the other not less than thirty (30) days prior written notice of termination.
2. **SERVICES.** Company will make the usage data available to Customer upon execution of this Data Agreement. Customer may designate in writing to Company an authorized agent or agents to receive the Customer’s natural gas usage information. Said agents will be required to sign a Data Agreement.

At Customer’s option, IPL will provide the usage data in either electronic or hardcopy format.

3. **PROPRIETARY RIGHTS.** Customer acknowledges that the System is proprietary to the Company and the Company retains all rights and ownership in the System and all output therefrom.
4. **WARRANTY.**
  - a. The Parties agree that the Company has made reasonable efforts to ensure that the usage data provided through the System is accurate and complete. However, Customer acknowledges that, as with any electronic system, the System is subject to interruptions, failures and data corruption. Customer acknowledges that the Company is not responsible for the adequacy or accuracy of the data or for any interruption or failures of the System.

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.12

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

- b. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ADEQUACY OR ACCURACY OF THE DATA, OR THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR FACILITIES WHICH SUPPORT THE SYSTEM AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### 5. **LIMITATION OF LIABILITY.**

- a. Customer agrees to indemnify, hold harmless and defend the Company, and its employees and agents, from and against any and all liabilities, claims, penalties, demands, fines, forfeitures, losses, suits, causes of action, and the costs, damages, losses, and expenses incident thereto (including, without limitation, cost of defense, settlement and reasonable attorneys' fees) and all other liabilities of any nature whatsoever, which Company, or its employees and agents, may incur, become responsible for or pay out, arising directly or indirectly from Customer's use of data provided by the System.
  - b. **IN NO EVENT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CUSTOMER'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES.**
6. **SUCCESSORS AND ASSIGNS.** This Data Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Customer shall not assign this Data Agreement except upon the written consent of the Company, which such consent shall not be unreasonably withheld.
7. **AMENDMENTS.** This Data Agreement may only be amended by a written amendment executed by both Parties.
8. **GOVERNING LAW.** The laws of the state of Iowa (without regard to its conflicts of laws principles) will govern claims or disputes arising out of or related to this Data Agreement. Venue shall lie in Linn County, Iowa.
9. **SAVINGS CLAUSE/INDEPENDENT TERMS.** Each term and condition of this Data Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or section will not invalidate the remaining paragraphs or sections.
10. **NONWAIVER.** The failure of a Party to insist on or enforce, in any instance, strict performance by the other Party of any of the terms of this Data Agreement or to exercise any rights herein conferred will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.13

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### GENERAL RULES AND REGULATIONS FOR GAS SERVICE FORMS AND AGREEMENTS

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#### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

11. **SURVIVAL.** The clauses of this Data Agreement which are, by their nature, intended to survive termination of this Data Agreement shall survive, notwithstanding any termination of this Data Agreement, in full or in part, but specifically Articles 3, 4 and 5.
12. **HEADINGS.** The section headings hereof are for convenience of reference only and shall not be treated as part of this Data Agreement or as affecting the true meaning of the provisions herein.
13. **COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES.** This Data Agreement and any schedules appended hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete original Data Agreement. An electronic (PDF) or facsimile copy of the executed Data Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

This Data Agreement shall not be deemed to modify or amend any service. In witness whereof, the Parties hereunder have caused this Data Agreement to be executed as of the day and year first above written.

Interstate Power and Light Company (Company)

By \_\_\_\_\_

Title

Name

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

# INTERSTATE POWER AND LIGHT COMPANY GAS TARIFF

Filed with the IOWA UTILITIES BOARD

## ORIGINAL TARIFF NO. 1

ORIGINAL SHEET NO. 312.14

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GENERAL RULES AND REGULATIONS  
FOR GAS SERVICE  
FORMS AND AGREEMENTS

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### 14.13 GAS SERVICE AGREEMENT – SEASONAL, FIVE YEAR (continued):

EXHIBIT D  
TO AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
INTERSTATE POWER AND LIGHT COMPANY AND  
\_\_\_\_\_

EVIDENCE OF COMPETITION

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Date Issued: July 27, 2020

Effective Date: October 1, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy