

NATURAL GAS SUPPLY AGREEMENT

This Natural Gas Supply Agreement (the "Agreement") is entered into this _____ day of _____, 20____ (the "Effective Date"), by and between:

SELLER: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____ (hereinafter referred to as "Seller"),

and

BUYER: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____ (hereinafter referred to as "Buyer").

Seller and Buyer may collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Seller is engaged in the business of marketing and selling natural gas; and

WHEREAS, Buyer desires to purchase and receive, and Seller desires to sell and deliver, natural gas under the terms and conditions set forth herein;

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

SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

1. **"MMBtu"** means one million British Thermal Units.
2. **"Contract Quantity"** means the quantity of Natural Gas that Seller agrees to deliver and Buyer agrees to purchase, as specified in Section 3 of this Agreement.
3. **"Delivery Point"** means the point(s) designated in Section 3 where physical custody and title to the Natural Gas transfer from Seller to Buyer.
4. **"Gas"** or **"Natural Gas"** means any mixture of hydrocarbons and non-combustible gases in a gaseous state consisting primarily of methane.

SECTION 2: TERM

This Agreement shall commence on _____ and, unless terminated earlier in accordance with the provisions herein, shall continue in full force and effect until _____ (the "Initial Term"). Thereafter, this Agreement shall _____.

SECTION 3: QUANTITY AND DELIVERY

3.1 Daily Contract Quantity (DCQ)

Seller shall deliver and Buyer shall purchase a Daily Contract Quantity of _____ MMBtu per Day.

3.2 Delivery Point

The Delivery Point for all Gas sold under this Agreement shall be: _____.

3.3 Title and Risk of Loss

Title to, and responsibility and risk of loss of, the Gas shall pass from Seller to Buyer at the Delivery Point.

SECTION 4: PRICE AND PAYMENT

4.1 Price

The contract price for all Gas delivered and purchased under this Agreement shall be _____ per MMBtu.

4.2 Billing and Payment

Seller shall invoice Buyer on or before the _____ day of each Month for Gas delivered during the preceding Month. Buyer shall pay all undisputed invoice amounts within _____ days of receipt of the invoice. Payments shall be made by electronic funds transfer to the bank account designated below:

Bank Name: _____

Routing Number: _____

Account Number: _____

SECTION 5: QUALITY AND PRESSURE

All Gas delivered by Seller at the Delivery Point shall conform to the quality specifications and pressure requirements of the receiving pipeline, which are briefly described as: _____.

SECTION 6: FORCE MAJEURE

Neither Party shall be liable to the other for any delay or failure in performance under this Agreement (other than the obligation to make monetary payments) resulting from acts or events beyond its reasonable control, including but not limited to acts of God, war, riot, civil insurrection, acts of the public enemy, strikes, lockouts, labor disputes, earthquakes, floods, fires, or explosions.

SECTION 7: GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of laws principles. Any dispute arising out of or in connection with this Agreement shall be resolved through: _____.

SECTION 8: MISCELLANEOUS

8.1 Notices

All notices, invoices, or other communications required or permitted under this Agreement shall be in writing and addressed as follows:

Seller Details	Buyer Details
Name: _____ Address: _____ Phone: _____ Email: _____	Name: _____ Address: _____ Phone: _____ Email: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Natural Gas Supply Agreement as of the Effective Date.

SELLER:

Name) (Company

By: (Signature)

Name: (Printed)

Title:

Date:

BUYER:

Name) (Company

By: (Signature)

Name: (Printed)

Title:

Date: