

# NATURAL GAS PURCHASE AND SALE CONTRACT

This Natural Gas Purchase and Sale Contract (the "Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the following parties:

<b>SELLER:</b>	<b>BUYER:</b>
Company Name: _____	Company Name: _____
Address: _____	Address: _____
Attention: _____	Attention: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

## 1. TRANSACTION TERMS

---

Subject to the terms and conditions of this Contract, Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, Natural Gas in accordance with the following specifications:

<b>Contract Quantity:</b>	_____
<b>Delivery Period:</b>	From: _____ To: _____
<b>Contract Price:</b>	_____ per MMBtu
<b>Delivery Point(s):</b>	_____
<b>Receiving Transporter:</b>	_____

## 2. QUALITY AND PRESSURE

---

The Natural Gas delivered hereunder shall meet the quality specifications and pressure requirements of the Receiving Transporter's pipeline system at the Delivery Point(s). If the gas delivered fails to meet such specifications, Buyer shall have the right to reject such gas and Seller shall remain liable for any direct damages incurred by Buyer as a result of such rejection.

## 3. MEASUREMENT AND BILLING

---

Quantities of Natural Gas delivered hereunder shall be determined based on measurements taken by the Receiving Transporter in accordance with industry standards. Seller shall bill Buyer monthly for gas delivered during the preceding calendar month. Buyer shall pay all undisputed invoice amounts within \_\_\_\_\_ days of receipt of the invoice. Overdue payments shall accrue interest at a rate of \_\_\_\_\_% per month or the maximum rate permitted by law, whichever is less.

## 4. TITLE AND RISK OF LOSS

---

Title to and risk of loss of the Natural Gas shall pass from Seller to Buyer at the designated Delivery Point(s). Seller warrants that it has good title to all gas delivered hereunder, free and clear of all liens, encumbrances, and adverse claims.

## 5. FORCE MAJEURE

---

Neither party shall be liable to the other for failure to perform its obligations (other than payment obligations) under this Contract to the extent such failure is caused by an event of Force Majeure. "Force Majeure" shall mean acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and

restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or pipelines, or any other cause not reasonably within the control of the party claiming suspension.

**6. TERM AND TERMINATION**

---

This Contract shall commence on the Effective Date and shall remain in full force and effect until \_\_\_\_\_, unless terminated earlier in accordance with the provisions of this Contract or by mutual written agreement of the parties.

**7. GOVERNING LAW**

---

This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_, without giving effect to any conflict of law principles.

**8. ENTIRE AGREEMENT**

---

This Contract constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior discussions, understandings, or agreements, whether written or oral. No amendment or modification to this Contract shall be binding unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Natural Gas Purchase and Sale Contract as of the Effective Date written above.

**SELLER:**

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_