

COMMERCIAL STEAM SERVICES MASTER AGREEMENT

Agreement Number: _____

This Commercial Steam Services Master Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), by and between:

Provider: _____, with its principal place of business at _____ ("Provider"),

and

Customer: _____, with its principal place of business at _____ ("Customer").

Provider and Customer may collectively be referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Provider owns, operates, or manages commercial steam generation and distribution systems; and

WHEREAS, Customer desires to purchase and receive steam services for its commercial facilities, and Provider desires to supply and deliver such steam services, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES

Provider shall sell and deliver to Customer, and Customer shall purchase and receive from Provider, utility-grade steam services (the "Steam Services") at the delivery point(s) designated in this Agreement. The steam supplied under this Agreement shall be utilized solely for commercial operations at the following location(s):

2. SERVICE SPECIFICATIONS

The Steam Services delivered by Provider shall conform generally to the following standard operating parameters, measured at the designated delivery point:

Parameter	Target Specification	Minimum/Maximum Limits
Delivery Pressure (psig)	_____	_____
Temperature (°F)	_____	_____
Maximum Flow Rate (lbs/hr)	_____	_____
Condensate Return (%)	_____	_____

3. TERM

This Agreement shall commence on the Effective Date and shall continue for an initial term of _____ years (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive periods of _____ year(s) each, unless either Party provides written notice of non-renewal to the other Party at least _____ days prior to the expiration of the then-current term.

4. RATES, BILLING, AND PAYMENT

1. **Rates:** Customer shall pay Provider for Steam Services in accordance with the rate schedules set forth in Schedule A, attached hereto and incorporated herein.
2. **Metering:** Provider shall install, maintain, and read meters to measure the steam usage at the delivery point. Billing shall be based on these meter measurements.
3. **Invoicing:** Provider shall invoice Customer on a _____ basis. Each invoice shall details the consumption, rates applied, and any applicable taxes or service fees.
4. **Payment Terms:** Customer shall pay all undisputed invoice amounts within _____ days from the date of the invoice. Late payments shall bear interest at a rate of _____ % per month or the maximum rate permitted by law, whichever is less.

5. ACCESS AND EQUIPMENT MAINTENANCE

Customer hereby grants to Provider a non-exclusive license and right of access to Customer's premises to install, operate, inspect, maintain, repair, and remove meters, piping, valves, and any other equipment owned by Provider that is necessary for the delivery of Steam Services. Customer shall not adjust, tamper with, or interfere with Provider's equipment.

6. INTERRUPTION OF SERVICE

Provider reserves the right to temporarily interrupt Steam Services for the purpose of making necessary repairs, maintenance, or alterations to its steam distribution system. Provider shall use reasonable commercial efforts to provide Customer with at least _____ hours prior notice of any planned interruptions, except in cases of emergency where advance notice is impracticable.

7. LIABILITY AND INDEMNIFICATION

Neither Party shall be liable to the other for any indirect, incidental, special, exemplary, or consequential damages, including loss of profits, arising out of or in connection with this Agreement. Provider's total liability for any and all claims related to the performance or non-performance of Steam Services shall be limited to the total amount paid by Customer to Provider in the _____ months preceding the event giving rise to liability.

8. GOVERNING LAW AND JURISDICTION

This Agreement and all disputes arising hereunder shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of laws principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

9. ENTIRE AGREEMENT

This Agreement, including any attached schedules or exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Commercial Steam Services Master Agreement as of the Effective Date written above.

PROVIDER:

CUSTOMER:

(Company Name)

(Company Name)

By (Signature)

By (Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____