

GENERAL RULES AND REGULATIONS
(continued)

Rule 21. Written Service Agreements.

The Company reserves the right to require any Customer to enter into a written Service Agreement as a condition of service. In all cases, a written Service Agreement will be required as a condition precedent to service when any Rate Schedule or Rule contained in this Tariff specifies that a written Service Agreement is required. All Service Agreements will incorporate the General Rules and Regulations of this Tariff, other applicable Schedules, and the terms and conditions of Customer's Rate Schedule. In the event of a conflict, the terms and conditions of the Rate Schedule shall prevail.

The term of a written Service Agreement shall be no less than the term stated in the applicable Rate Schedule or Rule, or a minimum of one Year, if not stated.

Termination of a written Service Agreement by a Customer must comply with the provisions of **RULE 16**, or otherwise comply with the notice provisions stated in the Service Agreement.

The interpretation and performance of any Service Agreement shall be in accordance with the laws of the state of Washington, excluding principles of conflict of law, and the valid laws, orders, rules, and regulations of the authorities having jurisdiction (or the successors of those authorities).

Except as required by law, order, rule or regulation, a written Service Agreement may only be amended or modified in writing. Any amendment or modification must be signed by Customer and by the Company. No Service Agreement, or any related rights or obligations, may be assigned by Customer without the prior written consent of the Company, which shall not be unreasonably withheld.

If during the term of a written Service Agreement, the Rate Schedule or Rule to which the written Service Agreement applies is cancelled or replaced by order of the Commission, the written Service Agreement shall (a) automatically terminate or (b) if specified in the Commission's order, transfer to successor Rate Schedule or Rule and continue in effect.

If the Company waives any one or more defaults by a Customer in the performance of a Service Agreement, the waiver(s) shall not operate or be construed as a waiver of any other future default(s).

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BY AUTHORITY OF WUTC ORDER IN DOCKET UG-031885

Issued by: **NORTHWEST NATURAL GAS COMPANY**

d.b.a. NW Natural

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