



A Sempra Energy company

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

**SURETY BOND  
SAN DIEGO GAS & ELECTRIC**

**BOND NUMBER:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto San Diego Gas & Electric, hereinafter called the "Obligee," in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally by these presents.

Surety agrees to pay to Obligee immediately upon its demand all charges for gas, electric, and/or transportation services, not to exceed \$ \_\_\_\_\_, which were incurred by Principal at any location served by the Obligee after \_\_\_\_\_, 20\_\_\_\_, notwithstanding any other date appearing on or within this Bond, and prior to the cancellation date of this Bond, and which charges remain unpaid fifteen (15) days after presentation of bill for the same to Principal.

The condition of the above obligation is such that:

WHEREAS, the Principal is using or has used gas, electric, and/or transportation services at one or more location(s) served by Obligee:

NOW, THEREFORE, the condition of this obligation is such that if the above-bound Principal shall well and truly pay all due charges incurred for said gas, electric, and/or transportation services, then this obligation to be unenforceable against Surety, otherwise this obligation shall remain in full force and effect until termination in the manner provided in this Bond.

**CANCELLATION:** Surety may cancel this Bond by written notice served by certified or registered mail, return receipt requested, upon San Diego Gas & Electric, at PO Box 129831, San Diego, California, 92101, Attention: Commercial Credit Services specifying the effective date of said cancellation, which in no event shall be less than thirty (30) days after the date said notice is received by Obligee.

**TERM:** The term of this Bond shall begin on the date specified above and end on the date specified in the notice of cancellation by the Surety, subject to thirty (30) day limitation stated above.

**ATTORNEY COSTS AND FEES:** In any litigation to enforce the provision of this Bond, the prevailing party shall be entitled to recover from the other party, as an element of damages, all costs of such litigation, including but not limited to reasonable attorney fees, expert witness fees, costs of document production or duplication; and any cost to that prevailing party associated with having its employees appear as witnesses, either at trial or deposition.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf by their respectively authorized officers or agents as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Principal): \_\_\_\_\_

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

Address: \_\_\_\_\_

(Surety): \_\_\_\_\_

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

, Attorney in Fact

**NOTARY PUBLIC**

All inquiries or claims to Surety shall be directed to:

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Corporate Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that s/he as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as \_\_\_\_\_.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Individual Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument, and acknowledged that she/he/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Limited Liability Company Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be (the manager) (a member) of \_\_\_\_\_, a Limited Liability Company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself/herself as (the manager) (a member).

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Surety Acknowledgment**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the Attorney-in-Fact of \_\_\_\_\_, a corporation, and that s/he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: