

**SOUTHERN CALIFORNIA GAS COMPANY  
SURETY BOND**

BOND NUMBER \_\_\_\_\_ EXP. DATE \_\_\_\_\_

NAME:

DBA:

\_\_\_\_\_, "Customer" as Principal and \_\_\_\_\_, a corporation organized to act as Surety in the State of California, as Surety, are held and firmly bound to Southern California Gas Company, as Oblige, in the sum of \_\_\_\_\_, to be paid to Southern California Gas Company, its successors or assigns, for which Customer and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally.

Customer desires to deliver this Surety Bond in order to obtain natural gas service to the following premises without having to make the cash deposit(s) otherwise required by Southern California Gas Company.

GAS ACCOUNT NUMBER:

Surety agrees to pay to Southern California Gas Company upon its demand all charges for natural gas service, not to exceed \_\_\_\_\_, which have been or will be incurred by Customer at any and all locations Southern California Gas Company services for Customer.

Customer may discontinue gas service at any time upon five days written notice to Southern California Gas Company. In such event Surety may terminate this bond but only after Surety has given the Southern California Gas Company a written request to that effect, and Southern California Gas Company has notified Surety in writing that said request has been accepted. Said written request for termination of Surety's bond shall be by certified or registered mail, return receipt required, mailed to:

Southern California Gas Company  
Mass Markets Credit & Collections M/L: SC710J  
P.O. Box 30337  
Los Angeles, CA 90030-0337

Customer may terminate this Bond by establishing its credit with Southern California Gas Company by receiving continuous gas service at the above premises and paying all bills for such gas service within nineteen (19) calendar days after presentation of each bill, for a period of not less than twelve (12) consecutive calendar months immediately prior to the date Customer may desire to terminate this bond. Such termination of liability shall be effective only after Customer or Surety has given Southern California Gas Company a written request to that effect mailed to the above address. Assuming that the foregoing conditions are met, and that Southern California Gas Company is otherwise satisfied, in its discretion, with Customer's

*creditworthiness, Southern California Gas Company will promptly notify Surety in writing specifying the effective date of said termination, which shall not be less than thirty (30) days from the postmarked date of mailing of said notice to Surety. These are the only conditions under which Surety can be released from its obligations herein. In the event that Customer fails to render payment in full to Southern California Gas Company for all gas service charges then due from Customer, or files a petition in bankruptcy, this shall constitute a default of Customer.*

*In the event of such default, the amount due and owing up to the full value of this Bond, will be paid promptly by Surety to Southern California Gas Company. Such payment shall be made to Southern California Gas Company within thirty (30) days of receipt by Surety of notice from Southern California Gas Company of default of Customer. Simple interest on the amount due shall accrue at the rate of 18% per annum on the thirty-first (31st) day after receipt of notice from Southern California Gas Company until the Surety completely discharges its obligation to Southern California Gas Company under this bond.*

*Surety acknowledges that this bond is in effect and binding on Surety without reference to whether it is signed by any other person or persons. Surety agrees that this bond and guaranty shall continue in full force and effect notwithstanding the death of the Surety, or the release by agreement or by operation of law of, or the extension of time to, any other surety or guarantor as to obligations then existing of Customer.*

*Surety's liability hereunder shall not be affected or impaired by the existence, from time to time, of an indebtedness or liability of Customer to Southern California Gas Company in excess of the amount of this bond.*

*IN WITNESS WHEREOF, said Customer has hereunto set his hand, and said Surety has caused its corporate name and seal to be hereunto affixed and this instrument to be executed by its duly authorized Attorney-in-Fact at \_\_\_\_\_ this day of \_\_\_\_\_, \_\_\_\_\_.*

*SEAL OF PRINCIPAL: (CUSTOMER): -----*

*BY: -----*

*ADDRESS: -----*

*SEAL OF SURETY: (SURETY): -----*

*BY: -----*

*ADDRESS: -----*