

DELEGATION AGREEMENT (Program Year Commencing In 2019)

BLACK HILLS GAS DISTRIBUTION RESIDENTIAL & COMMERCIAL CHOICE GAS PROGRAM

Check Appropriate Box: Nebraska Residential One-Year Two-Year
 Nebraska Commercial One-Year Two-Year Three-Year
 Wyoming Residential One-Year Two-Year
 Wyoming Commercial One-Year Two-Year Three-Year

BLACK HILLS GAS DISTRIBUTION NEBRASKA AGRICULTURAL CHOICE GAS PROGRAM

Check Appropriate Supply Arrangement: One-Year Two-Year Three-Year

CUSTOMER UNDERSTANDS THEY MAY ONLY COMPLETE AND SUBMIT ONE DELEGATION AGREEMENT WITH THEIR SUPPLIER OF CHOICE DURING THE CURRENT PROGRAM YEAR. IN THE EVENT CUSTOMER SUBMITS MULTIPLE DELEGATION AGREEMENTS, ONLY THE EARLIEST DATED DELEGATION AGREEMENT WILL BE ACCEPTED.

I [redacted] (Customer) hereby designate **Public Alliance for Community Energy** (Supplier) to make a supplier and price option selection on my behalf for the (Program Year(s)) Choice Gas Program designated above. This agreement covers the following account(s):

[redacted]

This executed Delegation Agreement must be submitted to the Supplier and received by Black Hills Gas Distribution, LLC as Choice Gas Program administrator (Administrator) prior to the selection deadline for the applicable Choice Gas Program (11:59 p.m. on [last day of the applicable balloting period]). If the Customer submits a valid Choice Gas selection prior to the Administrator receiving this Delegation Agreement, the Delegation Agreement will be considered null and void.

By execution hereof, Supplier accepts its designation and appointment for the Customer and agrees to act as Supplier for Customer in accordance with the terms hereof. Supplier acknowledges and affirms that it is a supplier in compliance with any and all applicable statutes, rules, and regulations of the governing authority and participating as a supplier in the Choice Gas Program provided by Administrator to the Customer. Supplier shall clearly specify it is acting within the scope of its authority on behalf of Customer in all actions taken in its role of Supplier.

Customer and Supplier acknowledge that Administrator, its officers, agents, affiliates and parent companies are third party beneficiaries to this Delegation Agreement and by execution hereof, Customer and Supplier, individually and jointly agree to indemnify and hold Administrator, its officers, agents, affiliates and parent companies harmless from any and all liabilities, losses, damages, expenses and other obligations of any nature whatsoever including attorney fees incurred in defense of such actions that Administrator, its officers, agents, affiliates and parent companies that they may suffer either individually or collectively as a result of any and all claims, demands, costs, attorney fees and judgments made against them resulting from their reliance on this Delegation Agreement and/or the Supplier's actions, including but not limited to actions taken by Administrator pursuant to Supplier's actions or inaction under this Agreement.

Customer's execution of this Delegation Agreement authorizes Supplier to obtain Customer's control number from Administrator. By authorizing Supplier to obtain Customer's control number Customer is authorizing Supplier to make a selection on their behalf. Customer agrees to select Supplier as their gas supplier under Administrator's Choice Gas Program, and Customer hereby authorizes Supplier to submit Customer's Choice Gas Program selection.

The parties acknowledge that receipt by Administrator of an executed Delegation Agreement from Customer's Supplier that is transmitted by mail, facsimile, electronic delivery, or other recognized means of delivery, shall constitute a valid enforceable agreement and shall legally bind the parties accordingly. Once executed, it may not be revoked by the Customer.

By signing this Agreement, Supplier represents and warrants that Supplier has provided a complete and true copy of this Delegation Agreement to Customer. By signing this Agreement, Customer acknowledges receipt of a complete copy of this Delegation Agreement from Supplier.

By: _____
(Customer Signature)
Name: _____
(Customer Print Name)
Title: _____
Address: _____
Phone No: _____
Date: _____

By: Beth Ackland
(Supplier Signature)
Name: Beth Ackland
(Supplier Print Name)
Title: Director of Gas Operations