

Exhibit X

**SOUTH JERSEY GAS COMPANY
ENERGY CONSULTANT AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between South Jersey Gas Company ("Company") a corporation and a public utility organized and existing under the laws of the State of New Jersey and _____, ("Energy Consultant") a corporation organized and existing under the laws of the State of New Jersey [or, if another jurisdiction, is duly registered and authorized to do business and is in good standing in State of New Jersey]; both the Company and the Energy Consultant hereinafter sometimes referred collectively as "Parties", or individually as a "Party".

WITNESSETH:

WHEREAS, the Company is currently a public utility engaged in the distribution and sale of natural gas with an exclusive franchise to serve Customers located within certain areas of the State of New Jersey; and

WHEREAS, certain federal and New Jersey Statutes and administrative Rules and Regulations govern the natural gas utility industry in New Jersey (generally, the "Applicable Legal Authorities"); and

WHEREAS, certain of the Applicable Legal Authorities provide for the restructuring of the natural gas industry in New Jersey to allow access to the public utility's local distribution system by entities that have successfully completed the licensing process set forth in the Applicable Legal Authorities; and

WHEREAS, the Applicable Legal Authorities provide that with implementation of such access to the Company's local distribution system, the Company will continue to serve as an exclusive distribution provider within its Service Territory; and

WHEREAS, in accordance with the Applicable Legal Authorities, Customers may purchase natural gas or natural gas related services from licensed Suppliers; and

WHEREAS, the Applicable Legal Authorities provide that Energy Agents, as defined therein, must successfully complete a registration process as set forth therein; and

WHEREAS, the New Jersey Board of Public Utilities ("Board or BPU") has determined that Energy Consultants, as defined in this Agreement, must also be registered in accordance with such process; and

WHEREAS, Energy Consultant desires the opportunity to provide advice to Customers for the purchase of retail natural gas or natural gas related services from licensed Suppliers; and

WHEREAS, an agreement between the Company and Energy Consultant is needed in order for Energy Consultant to obtain access to customer historical data in electronic format from the Company; and

WHEREAS, Energy Consultant has duly executed this Agreement and submitted it to the Company to request that the Company execute and thereby enter into this Agreement with Energy Consultant; and

WHEREAS, the Energy Consultant represents that it is duly registered with the BPU, and that it has been assigned BPU Registration No. _____.

WHEREAS, in reliance upon such representation, Company hereby grants Energy Consultant access to customer historical usage data, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE 1: DEFINITIONS

“Board or BPU” – means the New Jersey Board of Public Utilities.

“Business Day” – means any day on which the Company’s corporate offices are open for business.

“Data Exchange & Protocol Working Group” – means the designation for a specific subgroup of the Customer Process Working Group, existing in New Jersey in 1998 and 1999 at the initiative of the Board, or its successor.

“Energy Agent” – means a person that is duly registered pursuant to the provisions set forth in the Applicable Legal Authorities, that arranges the sale of retail electricity or electric related services or retail gas supply or gas related services between governmental aggregators or private aggregators and electric power suppliers or gas suppliers, but does not take title to the electricity or gas sold.

“Energy Consultant” – means a person that is duly registered pursuant to the provisions set forth in the Applicable Legal Authorities, and that provides independent advice to Customers for the purchase of retail natural gas or natural gas related services from Suppliers. An Energy Consultant shall be the agent of the Customer, government or private aggregator.

"Government Aggregator" – means an entity that meets both of the following criteria:

1. The entity is subject to the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.,; the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.; or the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq.; or is the New Jersey School Board Association; and
2. The entity enters into a contract with another government aggregator or with a third party supplier to purchase gas supply service, and/or gas related service for one or more of the following purposes:
 - i. For the government aggregator's own use
 - ii. For the use of other government aggregators; and/or
 - iii. If the government aggregator is a municipality or county, for use by residential or non-residential customers within its geographic boundaries.

"Private Aggregator" – means a non-government business or non-profit organization authorized to operate in New Jersey, which combines the energy loads of multiple end users, and enters into a contract with a natural gas supplier for the purchase of natural gas service on behalf of those end users.

"Service Territory" – means the geographic areas of the State of New Jersey in which the Company has an exclusive franchise to service natural gas Customers.

"Supplier" – means an entity that has been licensed by the Board to offer or provide gas supply service to retail customers within the State of New Jersey in accordance with the Applicable Legal Authorities and has entered into a Third Party Supplier Agreement with the Company as a Party.

ARTICLE 2: GENERAL TERMS AND CONDITIONS

2.1 Agreement to Govern

The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which the Company shall provide to Energy Consultant access to customer usage data in electronic format.

2.2 Condition Precedent to Company Execution of Agreement

Energy Consultant hereby affirms that it is registered with the Board in accordance with N.J.A.C. 14:4-5.11 and BPU procedures.

2.3 Communications and Data Exchange

Electronic information exchange between the Energy Consultant and the Company under this Agreement shall employ an identification number; assigned by the Company.

The Energy Consultant must be equipped with the communications capabilities necessary to comply with the standards that are set by and may, from time to time, be modified by the Board, either directly or through a Working Group. The Energy Consultant must have in place, and must bear the costs of putting in place and successfully testing, all required information technology systems that will enable it to send and receive data to and from the Company.

Once the above stated conditions have been met, the Company shall make available information regarding Customers through access to the Company's' Electronic Bulletin Board website ("EBB") or other data transfer protocols, within 30 days of the effective date of this Agreement.

The Company shall implement, at a time and date to be determined by the Company, the tests or evaluations the Company deems necessary to determine whether it can be safely and effectively make available to the Energy Consultant information regarding Customers, as prescribed by, and pursuant to, the Board-approved recommendations of the Data Exchange & Protocol Working Group. If the Company determines, pursuant to those tests and evaluations, that it can safely and effectively make available to the Energy Consultant information regarding Customers, as prescribed by, and pursuant to, the Board-approved recommendations of the Data Exchange & Protocol Working Group, the Company shall so notify the Energy Consultant and shall cease to make information regarding Customers available through access to the EBB, but rather, shall provide information regarding Customers, as prescribed by, and pursuant to, the Board-approved recommendations of the Data Exchange & Protocol Working Group.

2.4 Tariff Incorporated

The Company's Tariff for Natural Gas Service, as filed with the Board, including the Standard Terms and Conditions, is incorporated herein by reference.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 Energy Consultant's Representations and Warranties

The Energy Consultant hereby represents warrants and covenants as follows:

- (a) the Energy Consultant is duly organized and validly existing under the laws of the State of New Jersey [or, if another jurisdiction, is duly registered and authorized to do business and is in good standing in the State of New Jersey];

- (b) the Energy Consultant has all requisite power and authority to execute and deliver this Agreement and to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations herewith, including Board registration, which shall be maintained throughout the life of this Agreement, and the lack of which shall immediately result in the termination of this Agreement;
- (c) the execution and delivery of this Agreement and the performance of the Energy Consultant's obligations hereunder have been duly authorized by all necessary action on the part of the Energy Consultant;
- (d) this Agreement is the valid and binding obligation of the Energy Consultant, enforceable in accordance with its terms;
- (e) there are no actions at law, suits in equity, proceedings or claims pending or, to the Energy Consultant's knowledge, threatened against the Energy Consultant before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the Energy Consultant's performance of its obligations hereunder;
- (f) the Energy Consultant will comply with any and all information and data transfer protocols that may be adopted by the Company that are set by, and from time to time modified by, the Board and that may be adopted by the Company from time to time, unless the Energy Consultant exercises its reserved right to challenge any such protocols in the appropriate forum.

If the Energy Consultant learns that any of the representations, warranties, or covenants in this Agreement has been violated, the Energy Consultant shall immediately notify the Company via facsimile, with a hard copy of the notice delivered by overnight mail.

3.2 Company's Representations and Warranties

The Company hereby represents warrants and covenants as follows:

- (a) the Company is a natural gas utility corporation duly organized and validly existing under the laws of the State of New Jersey;
- (b) the Company has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;
- (c) the execution and delivery of this Agreement and the performance of the Company's obligations hereunder have been duly authorized by all necessary action on the part of the Company; and

(d) this Agreement is the valid and binding obligation of the Company, enforceable in accordance with its terms.

3.3 Survival of Obligations, Notice of Violation

All representations and warranties contained in this Article shall survive the execution of this Agreement.

ARTICLE 4: COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 Commencement

The term of this Agreement shall commence on the date of execution by both Parties (the "Effective Date").

4.2 Termination

In no event shall this Agreement be of any force and effect after two years from the Effective Date. This Agreement may be terminated by either party upon the provision of ten (10) days prior written notice to the other party. Moreover, upon the occurrence of an Event of Default by the Energy Consultant as defined in Article 5 below, the Company may terminate this Agreement immediately by providing written notice to the Energy Consultant in Default, without prejudice to any other remedies at law or in equity available to the Company by reason of the Default.

4.3 Survival of Obligations

Termination of this Agreement for any reason shall not relieve the Company or the Energy Consultant of any obligation accrued or accruing prior to such termination.

4.4 Material and Adverse Change in Law or Regulation

If at any time during the term of this Agreement, Board, another New Jersey State agency, or a court of competent jurisdiction issues an order, or a State law or regulation is enacted, by which a Party hereto believes that its rights and interests under the Agreement are materially and adversely affected, the Party so affected shall, within thirty (30) days of issuance or enactment of such order, law or regulation, provide the other Party with written notice setting forth in reasonable detail how such order, law or regulation has materially and adversely affected its rights and interests under this Agreement, and may terminate this Agreement, subject to applicable regulatory requirements and after providing thirty (30) days prior written notice to the Board and the other Party, without any liability or responsibility whatsoever except for obligations arising prior.

ARTICLE 5: DEFAULT OF AGREEMENT

5.1 Events of Default

An event of Default under this Agreement shall occur if either Party ("Defaulting Party") (a) is subject of a bankruptcy, insolvency or similar proceeding; (b) makes an assignment for the benefit of its creditors; (c) applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets; (d) violates any material federal, state or local code, regulation and/or statute applicable to the supply of energy, including by way of the failure to maintain BPU registration status, or failure to maintain any other governmental approvals required for participation in the New Jersey retail energy market; or (e) fails to pay the other party ("Non-Defaulting Party") when payment is due and fails remedy the non-payment within ten (10) Business Days of receipt of written notice thereof from the Non-Defaulting Party, or fails to satisfy any other material obligations under this Agreement, such as maintaining confidentiality of Customer data. Should the Energy Consultant's BPU registration or any other governmental approval required for participation in the New Jersey retail energy market be revoked or forfeited, the Energy Consultant shall (i) immediately provide written notice to Company of such occurrence; and (ii) make no further requests to Company for access to customer usage data. Moreover, upon such revocation or forfeiture, the Energy Consultant will immediately be in default of this Agreement.

5.2 Rights Upon Default

Upon the occurrence of an Event of Default, the Non-Defaulting Party shall be entitled to (a) pursue any and all available legal and equitable remedies; and (b) terminate this Agreement without any liability or responsibility whatsoever except for obligations arising prior to the date of termination, by written notice to the Defaulting Party, subject to any applicable regulatory requirements.

ARTICLE 6: BILLING AND PAYMENT

6.1 Once the Company commences providing information regarding Customer, as prescribed by, and pursuant to, the Board-approved recommendations of the Data Exchange & Protocol Working Group, and continuing for the remainder of the term of this Agreement, the Energy Consultant shall be responsible for the payment of the Company of the fees set forth in Appendix A, attached hereto and expressly made a part hereof. Payment shall be made in accordance with the following provisions:

- (a) **Billing Procedure:** Each month, the Company shall submit an invoice to the Energy Consultant for all amounts owed under this Agreement. The Energy Consultant shall make payment on or before the due date shown on the invoice. The due date shall be determined by the Company and shall not be less than fifteen (15) days from the date of transmittal of the invoice.

- (b) Manner of Payment: The Energy Consultant shall make payments of funds payable to the Company by electronic transfer to a bank designated by the Company.
- (c) Billing Disputes: If the Company does not receive written notification from the Energy Consultant of an objection to an invoice within twenty (20) days from the due date of the invoice in question, said invoice shall be deemed conclusive and binding on the Energy Consultant. If a good faith dispute arises between the Energy Consultant regarding an invoice, the Energy Consultant shall pay only the undisputed portion of the invoice, if any, and shall present the dispute in writing and submit supporting documentation to the Company within twenty (20) from the due date of the invoice in question. Billing disputes shall be addressed promptly, and in accordance with their dispute resolution procedures set forth in Article 8.
- (d) Late Fee for Unpaid Balances: If a payment is made to the Company after the due date shown on the invoice, a late fee will be 1.5% per calendar month on the unpaid balance.

ARTICLE 7: CONFIDENTIALITY OF INFORMATION

7.1 Customer-Specific Information

The Energy Consultant shall keep all customer-specific information supplied by the Company confidential unless the Energy Consultant has the Customer's written authorization to do otherwise, and shall otherwise comply with all requirements contained in the Applicable Legal Authorities, including the Boards' Final Interim Consumer Protection Standards.

7.2 Company Information

All Company information available to the Energy Consultant during the term of this Agreement regarding the Company, computer systems, or communication systems shall not be disclosed to third parties without obtaining the prior written consent of the Company.

ARTICLE 8: DISPUTE RESOLUTION

8.1 Informal Resolution of Disputes

The Company and the Energy Consultant shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Agreement. The Energy Consultant's point of contact for all information, operations, questions and problems shall be the Manager, Gas Supply and Transportation Services and the Company website, while the Company's point of contact shall be the representative identified in Article 12, Paragraph 12.1 of this agreement. Any dispute between the Company and the Energy Consultant under this Agreement may be referred to a designated senior representative of each of the Parties for resolution on an informal basis as promptly possible.

8.2 Recourse to Agencies or Courts of Competent Jurisdiction

Nothing in this Agreement shall restrict the rights of either party to file a complaint with the Board under relevant provisions of the Applicable Legal Authorities, with a New Jersey State Court of competent jurisdiction, or with a federal court of competent jurisdiction situated in the State of New Jersey.

ARTICLE 9: FORCE MAJEURE

The Company and the Energy Consultant shall use due diligence to perform their respective obligations under this Agreement. However, in the event that either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement, such Party shall be excused or suspended from performing the obligations required under the Agreement to the extent, and during the time period that either Party is prevented from performance, (with the exception of payment obligations), due to unforeseeable events of force majeure, including a catastrophic weather condition, flood, fire, lightning, epidemic, quarantine, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, or restraint by court order or public authority, action or non-action by or inability to obtain authorization or approval from any governmental or other authority. Where a force majeure event results in Energy Consultant's failure to duly perform the obligations hereunder, Energy Consultant shall promptly notify Company of such situation and provide within 15 days any valid documents evidencing the details and explaining the reasons for not being able to perform all or part of its obligations hereunder, or the reasons for any necessary delays of such performance. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement. Notwithstanding the foregoing, both Parties shall be required to mitigate such force majeure events by exercising all reasonable efforts to avoid or remedy such force majeure.

ARTICLE 10 REGULATORY AUTHORIZATIONS AND JURISDICTION

10.1 Compliance With Applicable Legal Authorities

The Company and the Energy Consultant are subject to, and shall comply with, all existing or future applicable federal, State and local laws, and with all existing or future duly-promulgated orders or other duly-authorized actions of governmental authorities having applicable jurisdiction. The Company will not violate, directly or indirectly, or become a Party to a violation of any requirement of any applicable federal, State or local statute, regulation, rule or order in order to provide service under this Agreement to the Energy Consultant. The Company's obligation to provide service hereunder is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service will have been obtained and will be maintained in force during such period of service.

10.2 Change in Applicable Legal Authorities

This Agreement is subject to change in the future to reflect any relevant changes required by the Board or other New Jersey State agency having jurisdiction, or by virtue of any federal or State law or regulation, and such changes shall be deemed to be binding upon the Parties, except where the right to terminate is exercised in accordance with Article 4 herein.

ARTICLE 11 LIMITATIONS OF LIABILITY AND INDEMNIFICATION

11.1 No Liability to Customers

This Agreement does not create any duty or liability to Customers for the errors or omissions of the Company or the Energy Consultant.

11.2 Liability Between Company and Energy Consultant

With respect to any actions performed pursuant to this Agreement, the Company shall have no liability to the Energy Consultant for the Company's own negligence. The Energy Consultant, however, shall be liable to the Company should the former negligently or intentionally fails to satisfy any of its obligations under this Agreement.

11.3 Indemnification

The Energy Consultant shall defend, indemnify and hold harmless the Company from and against any and all claims and/or liability incurred by the Company, including reasonable attorney's fees, relating to or arising out of any action taken by the Company with respect to Energy Consultant's performance of this Agreement.

11.3.1 Insurance

Energy Consultant shall, throughout the term of this Agreement, maintain insurance as provided in Appendix B attached hereto.

11.4 Survives Agreement

The obligation of Energy Consultant to defend, indemnify, and hold harmless the Company under this Article shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under any statutory scheme, including any Worker's Compensation Acts, Disability Benefits Acts or other Employee Benefit Acts.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Notices

Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addresses as follows:

If to the Energy Consultant to:

If to the Company to:

Manager, Gas Supply and Transportation Services
South Jersey Gas Company
215 Cates Road
Egg Harbor Township, NJ 08234
Phone: 609-561-9000 x6581
Fax: 609-646-7282

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notice received after the close of the Business Day shall be deemed received on the next Business Day.

12.2 No Prejudice of Rights

The failure of either Party to insist on any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consent to excuse.

12.3 Assignment

Neither Party shall assign any of its rights or obligations under this Agreement without obtaining (a) any necessary regulatory approval (s); and (b) the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. Any assignment in violation of this Section shall be void. However, the Company may assign any or all of its rights and obligations under this Agreement, without the Energy Consultant's consent, to any entity succeeding to all or substantially all of the assets of the Company, if such assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained.

12.4 Governing Law

Questions including those concerning the formation, validity, interpretation, execution, amendment, termination and construction of this Agreement shall be governed by the laws of the State of New Jersey, without regard to principles conflicts of law. Any lawsuit arising in connection with this Agreement shall be brought in the state or federal courts of New Jersey.

12.5 Heading

The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

12.6 Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

12.7 General Miscellaneous Provisions

- a. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- b. Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including warranties, remedies, promises of indemnity and confidentiality.

- c. Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof unless it materially changes the agreement of the Parties.
- d. Each of the Parties acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. This Agreement is intended by the Parties as a final expression of their agreement. The Parties further agree that this Agreement is the complete and exclusive statement of agreement and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, convents and all other communications between the Parties relating thereto.

12.8 Use of the Word "Including"

The word "including" when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or item to refer to all other items or matters that could reasonably fall within its broadest possible scope.

12.9 Amendment

This Agreement, including the appendices hereto, cannot be amended without the approval of the Board, and request for such approval can be initiated only by written notice to all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by duly authorized representatives as of the date first set forth above.

[ENERGY CONSULTANT]

SOUTH JERSEY GAS COMPANY

BY: _____

BY: _____

Title

Title

Date

Date

APPENDIX A

SCHEDULE OF FEES TO BE CHARGED TO ENERGY CONSULTANT

1. One-Time General Energy Consultant Administrative Fee: \$1,000.00
This represents recovery of costs incurred by the Company, and not recovered through any other fees or charges, in the course of rendering necessary support and assistance to the Energy Consultant.
2. The Company shall pass through, and the Energy Consultant shall bear, any EDI initial set-up and/or testing fees assessed on the Company by a third party vendor.

Appendix B

South Jersey Industries, Inc.

Insurance Requirements as of February 2013

For Contractors Working on behalf of South Jersey Industries, Inc.,
South Jersey Gas Company; South Jersey Energy Service Plus, LLC; South Jersey Energy Plumbing Services, LLC,
South Jersey Energy, Inc, Marina Energy, LLC

Any Installer or Contractor (herein defined as any entity that provides any physical labor or consulting services are herein referred to as **CONTRACTOR**) shall agree as a condition of acceptance to furnish and perpetually maintain, at its own expense for the duration of any project, work or contract awarded by **any above named subsidiary** of South Jersey Industries, Inc. (herein referred to as **SJI**) either by purchase order, written or verbal contract or agreement, the following policies of insurance covering the following items: CONTRACTOR'S insurance must be primary and endorsed to be noncontributory by SJI, must be AM Best rated as "A VII" or better, and shall cause SJI to be endorsed to the policy as an additional insured (except Worker's Compensation and Professional Liability) unless specifically waived in writing by the SJI Insurance Department.

CONTRACTOR further agrees that any subcontractor they intend to use on SJI assigned work will be required to submit to the same insurance requirements contained in this schedule. CONTRACTOR shall obtain insurance certificates stating that both CONTRACTOR and SJI shall be endorsed to the subcontractor's insurance policies as additional insured (except in the case of workers compensation).

****NOTE* - ANY Deductible or Self-Insured Retention (S.I.R.) program of CONTRACTOR or SUBCONTRACTOR for any policy listed below shall not exceed 2% of the limit of coverage. ALL certificates of insurance shall state the Deductible or SIR for each affected insurance policy.***

1. **Workmen's Compensation**

All Contractors (including sole proprietors) are required to purchase their own workers compensation policy.

Coverage A: (New Jersey and any other state where work is being done)

Coverage B:

	<u>Limits of Liability</u>
Bodily Injury by accident, each accident	\$1,000,000.00
Bodily Injury by disease	\$1,000,000.00
Bodily Injury by accident, each employee	\$1,000,000.00

2a. **Commercial General Liability – written on an “occurrence basis” including: Contractual Liability, Products Coverage, Premise, and Completed Operations Coverage. The proper SJI subsidiary must be endorsed to the policy as an additional insured for all coverage's including completed operations.**

	<u>Limits of Liability</u>
General Aggregate - Other than Products/ Completed Operations	\$2,000,000.00
Products/Completed Operations aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage - any one fire	\$50,000.00
Medical Expense - any one person	\$1,000.00

2b. For services hired that include any elements of Professional consulting services in any capacity, Professional Errors & Omissions covering the expertise of the area being hired shall be obtained in the following amounts, unless specifically waived in writing by the SJI Insurance Department:

Professional Errors & Omissions**	<u>Limits of Liability</u>
Each Claim	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

2c. Where applicable for any type of work performed on the SJI network system including design, specifications, instructions, software, and/or access to the customer or employee base of SJI, contractor shall provide the following insurance endorsing SJI as an additional insured under said policies:

Network Security	
Each Incident	\$5,000,000.00
Annual Aggregate	\$5,000,000.00

2d. Where applicable for any type of work, project or special program involving Contractor receiving Personal Identifiable Information (PII) of any kind or description, including any and all such work invoking the FTC Red Flag Rules or similar regulations that involve SJI customers or employees, contractor shall provide the following insurance endorsing SJI as an additional insured under said policies:

Privacy Liability	
Each Incident	\$5,000,000
Annual Aggregate	\$5,000,000

3. Automobile Liability - Including All Owned and Hired Car & Non-Ownership Liability. SJI subsidiary shall be endorsed to _____ the policy as an additional insured.

Limits of Liability

Combined Limit - Each Occurrence	\$1,000,000.00
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4. **Umbrella/Excess Liability Coverage** **Limits of Liability**
 (Follows form to General Liability, Automobile Liability and Employer's Liability)

Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00
S.I.R.	\$10,000.00

5. Certificates of Insurance

Before starting any work, the CONTRACTOR shall furnish to SJI a certificate of insurance indicating, specifically, the existence of those minimum coverage's and limits set forth in Sections 1, 2 (a,b,c,& d, if applicable), 3 and 4. The appropriate South Jersey Industries **subsidiary** must be named on the insurance certificate as "*additional insured ATIMA*" to the coverage's afforded CONTRACTOR and attach to the certificate a *copy of the actual policy endorsement* that adds the SJI subsidiary as an additional insured (Blanket additional insured endorsements are deemed acceptable). It shall be the duty of CONTRACTOR to provide such future certificates and endorsements to the Insurance department of SJI upon renewal or new placement of any insurance policy of CONTRACTOR. Further, the CONTRACTOR shall give SJI thirty (30) days notice of any cancellation or change in the terms of such policy or policies during the periods of coverage. Upon request of SJI, CONTRACTOR shall furnish to SJI for its examination and approval such policies of insurance with all endorsements, or conformed specimens thereof, certified by the agent of the insurance company.

The CONTRACTOR agrees to forward a signed original of this Insurance Requirement signed by an authorized Officer or Agent for the CONTRACTOR, to the care of: **SJI Insurance Department, One South Jersey Plaza, Route 54, Folsom, New Jersey 08037** as an acknowledgement and acceptance to the terms and conditions stated herein and prior to the commencement of any work being performed.

Signed by CONTRACTOR
(type the name of the CONTRACTOR)