

## WEST TEXAS GAS UTILITY, LLC. **Domestic/Small Non-Domestic Service Agreement**

Customer:	(Last)	(First)		(M.I.)	
	(Last)	(PHSt)		(IVI.I.)	
Service Address:					
	(Street)	(City)	(State)	(Zip)	
Billing Address:					
	(Street)	(City)	(State)	(Zip)	
Previous Address:					
	(Street)	(City)	(State)	(Zip)	
(M) Telephone No: _		(W) Telephone No:			
Social Security No.: _		Driver's License State and	l No:		
Email Address:			Deposit:\$		
The above-named custome	r agrees to purchase from West Te	exas Gas, Utility, LLC (WTG) gas for domesti	c and small non-dor	nestic purposes upon the	
following terms and condit				The second of the second	
	sh Customer gas only through a met				
		ough WTG's meter or meters, as measured by sai			
		es as established and filed in the appropriate WT			
Customer's mon		lace as may be designated on Customer's mon	uniy statement and t	on or before the date set forth o	
		Customer's expense, all necessary rights of way	for the performance	of this Agreement. All agents and	
		er's premises at all reasonable times to install, m			
property and all	equipment associated with providing	g gas to Customer.			
4. WTG may require from Customer a deposit, except as prohibited by Texas Railroad Commission (TRC) or Oklahon					
guidelines. If a	If a customer's bill becomes past due on more than one occasion in a consecutive twelve (12) month period, or if service is disconnected for				

- CC) nonpayment, or where service has been involved in meter tampering or bypassing, Customer may be required to make a deposit or provide a satisfactory written guarantee. If the requested deposit is not paid, service may be disconnected following written notice that the deposit is due. If required, a deposit will not exceed one-sixth (1/6th) of Customer's estimated annual billings. If actual use is at least twice the amount of the estimated billings, a new deposit requirement may be calculated by WTG. Customer shall supply the additional deposit within two (2) days of notice of its requirement. Interest shall be paid by WTG on any deposits according to the rate established by law. If Customer has paid bills for service for twelve (12) consecutive bills without having service disconnected for nonpayment, and without having more than two occasions in which a bill was delinquent and if Customer is not delinquent in the payment of the current bill, Customer will receive a refund of the deposit and accrued interest. WTG will refund the deposit and accrued interest by first applying these amounts to any balance remaining on the Customer's account, and then the remainder may be sent to the Customer in the form of a check, or at the Customer's request, remain on the account as a credit towards subsequent billings. When Customer's account is closed, the deposit and accrued interest will be applied to the final amount due and Customer will be refunded any excess amounts.
- WTG may terminate Customer's service after appropriate notice has been given for the following reasons: (a) Failure of Customer to pay gas bill when due. (b) Failure of Customer to make a payment required by a deferred payment agreement. (c) Failure of Customer to provide a deposit or guarantee as required. (d) Failure to pay a past due bill on an account guaranteed by or in the name of Customer. (e) Attempt by Customer to defraud WTG (f) other reasons as allowed by OAC 165:45 and 16 TAC §§ 7.45.
- Notice of termination to customer will be given in accordance with the rules of the appropriate governing body.
- WTG may terminate Customer's service without prior notice in the event of a known dangerous condition.
- WTG will make reasonable efforts to insure satisfactory and continuous service, however, WTG shall not be liable for loss or damage incurred by reason of interruption to the service or diminution or failure of supply of gas. Customer expressly agrees that WTG's responsibility and liability with respect to the service to be furnished hereunder, as well as the maintenance of all lines and equipment cease at the point where the Customer's service is connected to WTG's meter. WTG shall in no event be liable for any loss or damage caused by leakage of gas after same has passed into the Customer's service. Further, subject to the terms of paragraph two (2) above, Customer will be responsible for payment of all gas passing through WTG's meter or meters, even if said gas passes through the meter as a result of a leak. WTG reserves the right, without assuming any responsibility for inspection, repair or otherwise, to refuse or discontinue service to any equipment which WTG considers dangerous to life, property, or service.
- Customer agrees to indemnify and hold WTG blameless from all claims, judgments, fines, penalties, and costs, including attorney's fees, arising in favor of any person or entity caused by the negligence or willful act of Customer or Customer's agents or employees.
- This Agreement shall be from month to month. Customer may terminate this Agreement upon five (5) days written notice to WTG.
- Time is of the essence of the Agreement.
- No agent, representative or employee of WTG has authority to make any promise, agreement or representation not incorporated herein, and any such promise, agreement or representation not so incorporated shall not bind WTG.
- This Agreement may not be assigned by Customer without the written consent of WTG.
- This Agreement cancels and supersedes all prior agreements between the parties covering the facilities which are the subject matter of the Agreement.

Executed this day	y of,	20		
CUSTOMER NAME (PRINTED):				
CUSTOMER NAME (SIGNAURE):				