



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

Customer: \_\_\_\_\_

Customer Representative: \_\_\_\_\_
(Last) (First) (M.I.)

Service Address: \_\_\_\_\_
(Street) (City) (State) (Zip)

Billing Address: \_\_\_\_\_
(Street) (City) (State) (Zip)

Telephone #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

Tax Identification #: \_\_\_\_\_ Deposit: \$ \_\_\_\_\_

The above-named customer agrees to purchase from West Texas Gas, Utility, LLC (WTG) gas for non-domestic small commercial purposes upon the following terms and conditions:

- 1. WTG shall furnish Customer gas only through a meter or meters owned by WTG.
2. Customer agrees to pay for all gas which passes through WTG's meter or meters, as measured by said meter or meters, in accordance with the standard rates plus gas costs, tax related adjustments, and surcharges as established and filed in the appropriate WTG tariff.
3. Customer agrees to furnish and secure for WTG, at Customer's expense, all necessary rights of way for the performance of this Agreement.
4. WTG may require from Customer a deposit, except as prohibited by Texas Railroad Commission (TRC) or Oklahoma Corporation Commission (OCC) guidelines.
5. 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.
6. Notice of termination to customer will be given in accordance with the rules of the appropriate governing body.
7. WTG may terminate Customer's service without prior notice in the event of a known dangerous condition.
8. 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.
9. 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.
10. This Agreement shall be from month to month. Customer may terminate this Agreement upon five (5) days written notice to WTG.
11. Time is of the essence of the Agreement.
12. 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.
13. This Agreement may not be assigned by Customer without the written consent of WTG.
14. 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 of \_\_\_\_\_, 20 \_\_\_\_\_

CUSTOMER NAME (SIGNATURE): \_\_\_\_\_

CUSTOMER NAME AND TITLE (PRINTED): \_\_\_\_\_

