



**WEST TEXAS GAS, INC.**  
**AGRICULTURAL GAS SERVICE AGREEMENT**

**CUSTOMER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**# OF WELLS:** \_\_\_\_\_ **CELL PHONE #:** \_\_\_\_\_ **ADDITIONAL PHONE #:** \_\_\_\_\_

**CUSTOMER BILLING ADDRESS (CITY, STATE, ZIP):** \_\_\_\_\_

**PROPERTY LOCATION (LEGAL DESCRIPTION):** \_\_\_\_\_

**PROPERTY OWNER:** \_\_\_\_\_

**PROPERTY OWNER ADDRESS (CITY, STATE, ZIP):** \_\_\_\_\_

**DEPOSIT:** \_\_\_\_\_

The above named customer hereby AGREES to purchase Customer's entire natural gas requirements for irrigation fuel purposes or any other agricultural activities on the above described property while this Agreement is in effect from WEST TEXAS GAS, INC. (WTG), upon the following terms and conditions:

1. WTG shall furnish Customer gas only through a meter or meters owned by WTG's gas supplier. Customer's irrigational fuel, agricultural or other natural gas requirements are estimated, for planning purposes, to be \_\_\_\_\_ MCF per day. Customer's requirements shall not exceed MCF per day without WTG's prior written consent.
2. Customer agrees to pay for all gas which passes through WTG's meter or meters, as measured by said meter or meters. The rate to be charged will be the WTG rate, attached hereto as Exhibit "A", or subsequent rates, as may be agreed upon by the parties from time to time. All amounts due hereunder shall be payable to WTG's local billing office or at such additional place as may be designated on the bill, within the time specified on the bill.
3. Customer agrees to furnish and secure for WTG, at Customer's expense, all necessary rights of way for the performance of this Agreement. All agents and employees of WTG shall have access to Customer's premises at all reasonable times to install, maintain, repair, inspect, test and remove, at will, WTG's property and all equipment associated with providing gas to Customer.
4. WTG may require from Customer a guarantee and/or money deposit sufficient to secure WTG payment for all sums which may become due from Customer to WTG. Additions to the deposit or guarantee may be required by WTG when in WTG's sole judgment, the prospect of payment or performance by Customer is impaired. WTG shall pay that rate of interest on deposits that is approved by the Texas Railroad Commission. All or part of the deposit may be applied by WTG at any time for payment of delinquent bills under this Agreement or other amounts owing to WTG by Customer. The deposit may be refunded, with interest, as determined by WTG in its sole discretion.
5. WTG may discontinue and disconnect Customer's service after five (5) days written notice for any of the following reasons:
  - (a) Failure of Customer to pay any amount due to WTG when such amount is due;
  - (b) Failure of Customer to furnish a guarantee or to post or increase the deposit;
  - (c) Customer's furnishing of gas or gas service to another person or entity; or
  - (d) Any action by Customer to attempt or actually defraud WTG;
6. WTG may discontinue and disconnect customer's service without notice in the event of a known dangerous condition.
7. 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. It is agreed 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 the same has passed into Customer's service. WTG reserves the right, without assuming responsibility for inspection, repair or otherwise, to refuse or discontinue service to any equipment which WTG considers dangerous to life, property or service.
8. Customer agrees to indemnify and hold WTG harmless from all claims, judgments, fines, penalties and costs, including attorney fees, arising in favor of any person or entity caused by the negligence or willful act of Customer's agents or employees. Customer acknowledges that the pressure and quality of gas to be delivered to Customer may vary from time to time. Customer hereby assumes all risks arising from such variations and shall release, indemnify and hold WTG harmless from any and all loss or damages caused by such variations in pressure or quality.
9. Gas shall be delivered at \_\_\_\_\_ psia pressure base.

10. This Agreement shall be effective from the above-written date for a period of one (1) year and from year to year thereafter unless either party shall terminate this Agreement by written notice not more than 60 days nor less than 30 days before the end of each one-year period. Upon termination of this Agreement by Customer, WTG shall have the option during the one year period following such termination to meet any third-party offer acceptable to Customer to furnish natural gas to the above described property. Customer shall give WTG an exact copy and any amendments of such firm offer and WTG shall have 20 business days after receipt of such notice to exercise its option to meet such offer. All notices under this Agreement shall be given by postage prepaid certified mail, return receipt requested, properly addressed to WTG at the address of WTG's local billing office (Or such other address) shown on the most recent bill from WTG, or to Customer at the address shown above. Notices shall be deemed to be received three days after mailing.

11. Interest rate of up to 10% per annum shall be charged on all past due accounts.

12. The terms of this Section 8 shall survive the termination of this Agreement.

13. Time is of the essence of this Agreement.

14. 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.

15. The Agreement may not be assigned by Customer without the written consent of WTG.

16. The Agreement cancels and supersedes all prior agreements between the parties covering the properties which are the subject matter of this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CUSTOMER: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

The undersigned jointly and severally guarantee the payment and performance of all liabilities, obligations and duties imposed upon the Customer under the terms of the above Service Agreement.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Driver's License: St: \_\_\_\_\_ Number: \_\_\_\_\_