



West Texas Gas, Inc.
Non-Domestic/Small Commercial Service Agreement

Customer: _____

Property Owner: _____ Date: _____

Service Address: _____
 (Street) (City) (State) (Zip)

Billing Address: _____
 (Street) (City) (State) (Zip)

Telephone #: _____ Deposit: _____

Tax ID #: _____ Social Security #: _____

The above named customer agrees to purchase from West Texas Gas, Inc. (WTG) gas for non-domestic 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. All amounts due hereunder shall be payable at WTG's local billing office or at such additional place as may be designated on Customer's monthly statement and on or before the date set forth on Customer's monthly statement.
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 full 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 deposit, except as prohibited by Texas Railroad Commission (TRC) or Oklahoma Corporation Commission (OCC) guidelines. 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 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.
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. 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.
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: _____

TITLE: _____

E-Mail: _____ Driver's License St: _____ Number _____