



Natural Gas Service Agreement

York County Natural Gas Authority (referred herein as "Authority") and applicant/property owner (referred herein as "Customer") agree as follows:

General. Customer agrees to purchase from the Authority and the Authority agrees to deliver natural gas, or its equivalent, as provided under the then current York County Natural Gas Authority General Terms and Conditions. If the Customer requests a transfer of gas service to a different location on the Authority's system, this agreement shall remain binding and fully effective for the new location. The General Terms and Conditions are incorporated in and made part of this agreement.

Credit Check and Identity Verification. The Customer authorizes the Authority to use Credit Reporting Agencies and other services to obtain credit information and to validate the Customer's identity. The Authority will protect the Customer's personal information and will not sell or otherwise distribute Customer's personal information to the extent required by law.

Service Deposit. Following determination of the Customer's credit rating, the Authority may require a service deposit prior to establishing service. The Authority reserves the right to adjust or to establish a deposit requirement for Customers who no longer meet established credit criteria. If a Customer maintains good credit with the Authority, the deposits will be refunded after 18 months.

Natural Gas Fees and Charges. Customer agrees to pay all applicable deposits and fees associated with activating and/or installing natural gas service. Additionally, the Customer agrees to pay the Authority all monthly facility and energy charges in accordance with the then current applicable Gas Tariff. The then current applicable Gas Tariff is incorporated herein by reference and made a part of this agreement.

Reconnection Fees. Should Authority cancel Customer's service due to non-payment or through any other fault of Customer, Customer agrees it shall pay any and all fees and charges applicable due to such reconnection.

Late Payment. Customer shall make all payments by the due date indicated on the monthly statement. Customer agrees to pay all costs and fees associated with late payments. Failure to make timely payment of such charges shall render gas service subject to disconnection.

Returned Checks. Authority, while under no obligation to accept checks for payment, may in its sole discretion accept checks for payment. Should Authority have a check returned, Customer agrees it shall pay any and all fees to cover additional costs involved in processing such returned check.

Termination of Service. Authority shall not be subject to liability for termination of service. Customer is subject to termination of service for including but not limited to the following:

- a. Customer requests Authority shut off service;
- b. Non-payment of gas bills;
- c. When service to the Customer constitutes an immediate hazard to persons or property which necessitates a cancellation of service;
- d. Customer moves but fails to notify Authority for final billing. The account shall be finalized and considered off due to non-payment. The Customer shall be responsible for any usage until gas is turned off;
- e. Failure to comply with stated payment arrangements between Authority and Customer;
- f. Failure to reimburse Authority for damages caused by Customer to Facilities;
- g. System failure, to include weather related equipment outages, equipment failure or any other causal effect which interrupts service due to but not limited to the following: weather, epidemic, civil unrest, insurrection, war, blockade, riot, equipment failure, sabotage, embargo, military or government usurped power, emergency conditions, acts of terrorism or problems attributed to acts of terrorism, required maintenance work, inability to access the local distribution utility system or changes in laws, rules or regulations of any governmental authority, it being understood that the Authority has no duty to maintain its equipment, pipes, natural gas or infrastructure to any certain standard;
- h. Loss of service and/or supply as a result of Authority's gas supplier stopping service and/or supplies to the Authority.

Facilities. Customer agrees that the Authority shall be entitled to install service lines, meters, regulators and any other equipment necessary for gas service. All such service lines, meters, regulators and any other equipment shall remain the property of the Authority. Customer shall allow access to Authority to these facilities in order to perform meter reading, inspection, repairs and other related activities. The Authority may also perform taps into the service line to provide service to adjacent properties if needed at a future date.

Damage to Facilities. The Customer warrants that Customer will in no way tamper, damage or destroy any service lines, meters, regulators or any other facilities owned or installed by the Authority. Customer shall be responsible for any damages caused by Customer and shall reimburse the Authority for such damages.

Collection of Charges. In the event there are unpaid customer bills, the Customer agrees to pay all costs of collection of Customer's unpaid bills. The Authority has the right pursuant to the SC Setoff Debt Collection Act to collect any sum due and owed by the Customer through offset of Customer's state income tax refund. If the Authority chooses to pursue debts owed by the Customer through the Setoff Debt Collection Act, the Customer agrees to pay all fees and costs incurred through the setoff process, including fees charged by the Department of Revenue, the SC Association of Counties, the Municipal Association of SC, and/or the Authority. Additionally, if the Authority chooses to pursue debts in a manner other than setoff, the Customer agrees to pay the costs and fees associated with the selected manner as well to include reasonable attorney's fees. Customer authorizes the Authority to share utility account information with other utility providers to the extent allowed by law.

Limitations of Liability. Customer agrees that the Authority shall not be liable for any consequential, incidental, punitive, exemplary, third party claims or indirect damages whether such damages are related to warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this agreement. Customer agrees that the Authority's liability shall be limited to a maximum of the total income earned by us for the past 12 months under this Agreement after deducting all costs of services incurred by the Authority in providing service to the Customer under this Agreement. These limitations apply without regard to the cause of any liability or damage. CUSTOMER AGREES TO WAIVE ANY RIGHT TO ANY REMEDIES OTHER THAN THOSE PROVIDED IN THIS SECTION. The parties agree that no express warranties are made in this Agreement by the Authority. The parties further agree that all implied warranties, including any **IMPLIED WARRANTY of MERCHANTABILITY** and any **IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE** are hereby excluded for all purposes herein.

Waiver and Severability. If any part of this agreement, for any reason, is declared invalid or void, such declaration shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. However, if any provision which has been declared invalid or unenforceable shall be a provision that would prevent the continued and complete performance of this agreement by Authority and Customer, then the Authority and Customer hereby agree that they will renegotiate that term or provision in order to otherwise render the agreement valid and enforceable. If either of the parties decides not to enforce a provision of this agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of that person or entity in the future to enforce that provision of the agreement in the event of any subsequent breach or failure to comply in full with that provision of the agreement.

Caption Sections. Paragraphs, titles, headings and captions contained in this agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Governing Law. Customer and Authority agree that this agreement is governed by the laws of the state of South Carolina.