

**NATURAL GAS SERVICE AGREEMENT
PALATKA GAS AUTHORITY**

This agreement entered into this _____ day of _____, 20____ between Palatka Gas Authority, hereinafter called "Authority" and _____ hereinafter called "Customer".

This agreement includes Authority's Rules and Regulations except in such terms wherein a contrary intent is here expressed.

No agent or employee of Authority has any power to amend or waive any provision of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Authority in connection with the service hereby covered, which are now or may hereafter be filled with, issued and promulgated by the Florida Public Service Commission or other governmental bodies having jurisdiction thereof.

Authority and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of the facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

This agreement shall not be binding upon Authority until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall be binding and benefit the parties hereto, their successors and assigns. All correspondence and notices required under this contract are to be addressed to Customer at: the MAILING ADDRESS listed on the reverse side and to Authority at: 518 Main Street, Palatka, Florida 32177.

_____ Residential or Commercial/Industrial Customer agrees to buy gas from Authority for the listed appliances:

_____ and Authority agrees to sell gas to Customer at: the SERVICE ADDRESS listed on the reverse side under Authority's Rates and under the terms and conditions of this contract, based on the aforementioned listed appliances, for the term of five (5) years after commencement of service by Authority to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date. Additional charges may apply if the listed appliances are not present at time of turn-on (unless other arrangements are made). It is agreed that gas service will commence by _____ or within 90 days after the service is completed.

Customer and owner agree to permit the Authority to install its facilities on the property and to provide Authority with egress and ingress to install, maintain and remove its gas line and equipment and to periodically read its meter; and further agree that all facilities installed by Authority, up to and including the outlet of the gas meter, shall forever remain the property of the Authority. Customer, if other than owner of property on which installation is to be made, shall provide Authority with written documentation of property owner's consent for the installation of a natural gas service on the property. Customer agrees to pay Authority for all service rendered hereunder.

_____ Compressed Natural Gas Customer agrees to buy gas from Authority (non-exclusive). Customer agrees to pay Authority for all gas / services rendered.

(Customer - Title)

Approved and Accepted by Palatka Gas Authority