

APPLICATION FOR SERVICE AND SUBSCRIPTION AGREEMENT

CROCKETT PUBLIC UTILITY DISTRICT CROCKETT COUNTY, TENNESSEE

I hereby make application to the Crockett Public Utility District to be supplied with gas service at my property located at _____ . In consideration for the provision of gas service, I agree as follows:

(1) The subscriber agrees to abide by the District's Rules and Regulations governing the provision of gas to its customers. The subscriber understands that the District has a right to amend its Rules and Regulations at any time. When the provisions of this application for service and subscription agreement conflict with the District's Rules and Regulations, the District's Rules and Regulations shall control.

(2) The subscriber agrees to pay the District for gas service at the rates set forth in District's schedule of rates and charges and to pay all other applicable fees and charges in the District's Rules and Regulations, which may be revised and amended at any time. The non-refundable meter application fee of \$100.00 (residential), 200.00 (commercial & industrial) shall be paid simultaneously with the execution of this application for service and subscription agreement.

(3) All meters will be read or estimated monthly, and subscribers will be billed monthly. Bills will be mailed on the last working day of the month in which the meter is read. Payment on monthly bills is due on or before the 10th of the month the bills are mailed. After the 10th of the month, a forfeited discount of ten (10%) percent of the amount billed is applied, and the gross amount is then due. If the gross amount is unpaid on the 21st of the month, then service will be disconnected. There is a \$50.00 reconnect fee to have services reconnected. There is also a \$25.00 dollar service charge if this is performed during non-office hours.

(4) The subscriber agrees to install and maintain at his or her expense all gas service pipes from the District's meter to the subscriber's premises subject to the District's Rules and Regulations. The District has no duty to inspect or maintain service pipes, connections, equipment, or appliances located on the subscriber's premises beyond the District's meter. Buried gas piping should be periodically inspected for leaks; periodically inspected for corrosion if the piping is metallic, and repaired if any unsafe condition is discovered. When excavating near buried gas piping, the piping should be located in advance, and the excavation done by hand. Plumbing contractors, and heating contractors can assist in locating, inspecting, and repairing the customer's buried piping.

(5) The subscriber agrees to begin using gas immediately after being notified by the District that gas service is available.

(6) The subscriber understands that the meter, meter connections, shut-off valve, service regulator, any required vents or relief valves, and the service piping from the main to the meter shall remain the property of the District and shall be subject to removal by the District.

(7) In the event the District's meters, regulators, valves, service pipes, mains, or other equipment on the subscriber's premises are damaged or destroyed by the subscriber or by anyone upon the subscriber's premises with his or her permission, the subscriber agrees to pay for the costs of repair or replacement of the District's property.

(8) The subscriber understands that the gas meter is to service only one residence or establishment and necessary outbuildings and the gas shall not be diverted for any other purpose.

(9) The subscriber grants the District's employees, agents, and representative's permission to enter upon the subscriber's premises for the purpose of reading meters, servicing its equipment, discontinuing service, or for any other reason necessary or incidental to providing gas service to its customers.

(10) The subscriber understands that the District has the right to shut off gas service at any time to make repairs or changes to its equipment and facilities, or when public safety so requires. The subscriber understands and agrees that the district will not be liable for damages caused by such interruption of service.

(11) Although the District shall endeavor to furnish continuous service to the subscriber, the District cannot guarantee uninterrupted service. The subscriber understands and agrees that the District shall not be held liable for any loss or damage resulting from service interruptions or service deficiencies caused by an injunction, fire, strike, riot, explosion, flood, accident, breakdown, depletion of gas supply, acts of God, the public enemy, or other acts or conditions beyond the District's control.

(12) The subscriber understands and agrees that the District shall not be liable for any loss, cost, or damage to any parties resulting from the use or presence of gas or gas appliances upon the subscriber's premises.

(13) The subscriber agrees that this application for service and subscription is not assignable. When a subscriber sell, leases or subleases the property described herein, he or she shall notify the District. The District shall require that the purchaser, lessee or sub lessee execute a new application for service and subscription agreement.

(14) If the District is unable to provide gas service upon the execution of this application, the full amount of the fees prepaid, as shown below, shall be refunded to the subscriber. The subscriber understands that any bonds issued or any loan obtained to finance the

District's gas distribution system will not be a lien against the subscriber's property and that no taxes can be levied to pay the bond.

(15) After the termination of gas service, the subscriber agrees to pay all outstanding charges and costs under the District's Rules and Regulations including invoices, cost of repair of the District's meter or other property, invoices for statements and late penalties, unpaid fees and charges, interest on all such obligations at the maximum legal rate, and court costs and reasonable attorney fees in the event the District shall employ the services of an attorney to collect such outstanding amount.

(16) Current Rates and Fees are as Follows:

Connection Fee: \$100.00 Residential
\$200.00 Commercial or Industrial

Reconnection Fee: \$50.00

Off for the summer: \$50.00

(If you are disconnected for any reason and you leave an outstanding balance more than 2 months you must pay both a reconnection fee and an off for the summer fee plus balance to be reconnected.)

After Hours Service Charge: \$25.00

Meter Fee: \$9.00

Current Rate Structure: \$7.15 Operating Cost + \$.61 Transportation cost + Gas
Cost (varies monthly) = Rate to Customer per MCF

APPLICATION FOR SERVICE

Subscriber _____ Occupants: _____

Address: _____

Soc. Sec. # _____

Dated this ____ day of _____

Telephone No. _____

Place of Employment _____ Tel. No. _____

Connection Fee\$ _____ Service Line: _____

Cash _____ Check _____ # _____

Type of Service: Residential _____ Other _____

Rent _____ or Own _____ Landlord Info: _____

I DO HERBY ACKNOWLEDE THAT I WAS GIVEN A COPY OF THE APPLICATION FOR SERVICE AND SUBSCRIPTION AGREEMENT AND AGREE TO ITS TERMS.

SIGNATURE: _____