

PGS GAS SERVICE AGREEMENT

Customer Name City of Orlando		Day Phone 409-246-3873	Evening Phone 321-231-2904	Other Phone
Service Address 1010 South Westmoreland Dr.		City Orlando	St. FL	Zip 32805
C/O Name David L. Dunn		City Limits (Enter Yes or No) No	County Name Orange County	
Mailing Address 1010 S. Westmoreland Dr		City Orlando	St. FL	Zip 32805
Contact Name Daryl Greenlee		Day Phone 407-246-3065	Evening Phone 407-719-5549	Other Phone 321-231-2904
Federal ID/Social Security # 85-8015427957C-9	Tax Exempt (Yes or No) Yes	Date Service Line Required		Date Gas Service Required
Field Contact Name James Fitzpatrick		Phone 407-246-2336		Alt Phone 407-982-6076

SALES INSTRUCTIONS/REMARKS	SERVICE TYPE
Customer and PGS are also parties to a CNG Infrastructure Agreement	Main (Enter On or Off) On
	New (N), Added Load (AL), Conversion (Co) N
	Propane Company, if Conversion
	Reactivate (RA), Restart (RE)
	Residntl (R), Commrl (C) Industrial (I) I
	Rate Class GS4
	Map #

QTY.	APPLIANCE TYPE	PEAK HR DEMAND CF/H	ANNUAL THERMS		PRESSURE AT EQPT.	FINANCIAL INFORMATION		OTHER SERVICES	
			PRESENT	ADDITIONAL					
2	Compressor	36,500	0	250,000	15	Deposit	\$0.00	WH Billing Prog	
						Aid to Construction (Non-Refundable)	\$0.00	Conversion Bill	
						Turn-on Charge	\$75.00	Construction Dep Agrmt Required	
						Other (Details in Remarks)	\$0.00	Other	
						Prepayment	\$0.00	Other	
						Balance Due	\$75.00	Other	
						DEALER INFORMATION			
						Name			
						Phone		Alt Phone	
						Services to be provided by Dealer			
TOTAL									

TO BE COMPLETED BY PGS ONLY				
Meter Size	Regulator Size	Premise #	Rt/Cycl	Account #
System Pressure	Delivery Pressure	Project #	WOS#	
Remarks				

I have read all of the terms and conditions on the second page and agree to them.

Buyer/Owner Printed Name	Sales Rep Printed Name	Sales Rep ID #
Buyer/Owner Signature	Sales Rep Signature	Date
Date	Date	

PGS CONTACT DURING INSTALLATION OF GAS SERVICE:	DIVISION	PHONE #:

NATURAL GAS SERVICE TERMS AND CONDITIONS:

The applicant named on the reverse side hereof (“Customer”) makes application to Peoples Gas System (“Company”) for natural gas service under the classification indicated on the reverse side hereof according to the following terms and conditions in consideration of the Company’s agreement to supply natural gas to Customer.

Gas is to be delivered to Customer at the outlet side of the Company’s gas meter serving the premises indicated on the reverse side hereof, such meter and service line there to be installed and operated by the Company, and, if located on Customer’s property, the site is therefor to be furnished free of charge by Customer.

The Company and its representative are hereby authorized to enter upon and install on Customer’s property any required gas meter or meters and gas pipe for furnishing gas to said address, and to ditch, lay, or otherwise install pipe as is required outside the building. The gas pipe from the Company’s gas system to and including said meter or meters shall be owned, operated, and maintained by the Company with a perpetual right of ingress and egress thereto, hereby granted to the Company for such purposes. All gas pipe, from the outlet side of said meter or meters, shall be owned, operated, and maintained by Customer at its sole cost and risk.

Customer shall receive and pay for all gas delivered to Customer according to the applicable rules and regulations filed with the Florida Public Service Commission under the applicable rate schedule. Any gas delivered to Customer at any other delivery point is also subject to the terms and conditions hereof. No oral statement shall change the term of this obligation.

If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by customer in payment or partial payment of these costs.

UNDERGROUND FACILITIES:

Prior to construction of gas pipeline, it is extremely important that Peoples Gas be made aware of existing underground obstacles, sprinkler systems, septic tanks, sewer lines, or structures, etc. located on Customer’s property which may be damaged as a result of installation of the gas pipeline. Customer shall be responsible for marking and/or locating any underground facilities that may be on Customer’s property that do not belong to local utilities (Power, Telephone, Water, Cable TV companies, etc.), and agrees to indemnify and hold Company harmless for any damages arising out of Customer’s failure to do so.

GENERAL TERMS AND CONDITIONS APPLICABLE TO NATURAL GAS SERVICE:

This agreement is not assignable or transferable by Customer without prior written consent by the Company.

IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR LOSS OF PROFITS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer agrees to release the Company and its affiliated companies, officers, directors, employees, agents, successors and assigns from any and all claims, demands, actions and causes of action whatsoever arising out of or related to services provided by the dealer named on the reverse hereof (“Dealer”).

This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

This agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws.

This agreement contains the entire understanding between the parties hereto and supersedes any written or oral, prior or contemporaneous agreement or understanding between the parties.

Buyer/Owner Signature Date