

General Terms and Conditions of Service Line Agreements

GENERAL

Unsigned contracts are good up to 90 days from the date the contract was initiated. After 90 days, Okaloosa Gas District reserves the **right to revise unsigned contracts** to match current pricing structures. All-natural gas supply line(s), up to and including the regulator(s) and meter(s), will remain the property of Okaloosa Gas District. The customer does hereby grant a permanent easement for: constructing, reconstructing, maintaining, and/or repairing service lines, or other gas facilities; together with all necessary rights of access, ingress and egress thereto and therefrom, in, under, over and along the property.

Service line(s) and meter(s) will be sized according to the gas load requirements for the equipment listed in this contract. Property owners agree not to build over, enclose or cover gas meter(s) in an area inaccessible to Okaloosa Gas District employees.

The following may delay the project.

- a. Public Safety Commission Notifications
- b. Permitting
- c. Inclement weather
- d. Removal or incomplete utility locates
- e. Additional easement information

Property will be photographed before, during, and after project completion. Property will be restored to as close as possible to what it was before the project started. No additional sod, see, hay/straw will be included in project cost and will be customer's expense.

UTILITY LINE SPOTTING

Okaloosa Gas District will facilitate with a third party to locate certain utility lines on properties as described below:

- a. All existing residential homes will have underground water and sewer/septic utility lines other than sprinkler lines marked by a third party of the District's choosing prior to installation of the service line(s) in order to prevent damage(s) while digging and/or boring.
- b. All existing commercial projects will have underground private utility lines other than sprinkler lines marked by a third party of the District's choosing prior to installation of the service line(s) in order to prevent damage(s) while digging and/or boring.
- c. All new construction projects will not have any underground private utility lines marked by a third party prior to installation of the service line(s). Marking of underground utilities will be at the responsibility of the customer, if needed.
- d. Customers are responsible for marking other privately owned lines on their property such as but not limited to sprinklers and invisible fences. Any damages done to these unmarked lines would be at the responsibility of the customer.

*****PLEASE NOTE*****

Homeowners are responsible for locating and marking any and all privately owned utilities. Privately owned utilities – irrigation (sprinkler) lines, privately owned underground power lines, invisible fences, privately owned communication cables and other buried privately owned utilities. Okaloosa Gas will not be liable for any unmarked privately owned utilities damaged in the process of bringing in natural gas service to the home/business.

METER SET

Meter(s) will be installed/set based on the criteria described below:

All existing residential homes should have their meter(s) set no later than 90 days after the completion of the service line(s). Okaloosa Gas District reserves the right to extend timeframes associated with meter sets.

If the meter(s) is/are not set within the allotted timeframe, the customer may be responsible for the actual cost of the service line(s) up to the full project total cost.

Inactive meters and service lines

- a. Meters not in use for a consecutive 2 years will be removed from the meter harness.
- b. Service lines not in use for a consecutive 5 years will be terminated at the main feed source. The meter harness will be disconnected and removed from private gas piping.
- c. Terminated lines are not subject to reactivation which will result in a new service line to be installed as the customer's responsibility.
 - i. Reference: 25-12.045 – Inactive gas service lines/meters

EQUIPMENT

The customer agrees to install the natural gas appliances as stated under the Equipment section of the corresponding Extension Agreement contract. If the Equipment listed on the corresponding Extension Agreement contract is not installed at the time of the meter(s) set, the customer may be responsible for the actual cost of the service line(s) up to the full project total cost.

PAYMENT

Okaloosa Gas District will bill the customer for the full cost of the service line charge entailed in the corresponding Extension Agreement contract upon completion of the service line(s). The customer is responsible for full payment for the service line charge entailed in the corresponding Extension Agreement contract within 10 days of service line completion.

LATE FEE PENALTIES

Okaloosa Gas District has the right to charge a 10% late fee penalty to any unpaid service line charge entailed in the corresponding Extension Agreement contract each month the charge is not paid in full by the customer. After 90 days, Okaloosa Gas District has the right to send any unpaid service line charges to a third-party collection's agency in the event the customer has not paid the service line charge in full. A 28% collection fee will be added to any unpaid remaining balance and will be at the responsibility of the customer. Any additional charges applied to the customer for violation of not installing the Equipment listed on the corresponding Extension Agreement contract will be due upon receipt and are subject to late fee penalties accordingly. Okaloosa Gas District may add the balance of any unpaid service line charge to the customer's utility bill.

INCENTIVES

Service line(s) incentives adjustments are contingent upon the installation of the agreed upon natural gas appliance(s) as stated under the Equipment section of the corresponding Extension Agreement contract. Failure to install the agreed upon natural gas appliance(s) as stated under the Equipment section of the corresponding Extension Agreement contract may remove eligibility for service line incentives and may cause additional charges, up to the full project total cost, which will be at the responsibility of the customer.

MISCELLANEOUS INFORMATION

SERVICE LINE AND METER LOCATIONS

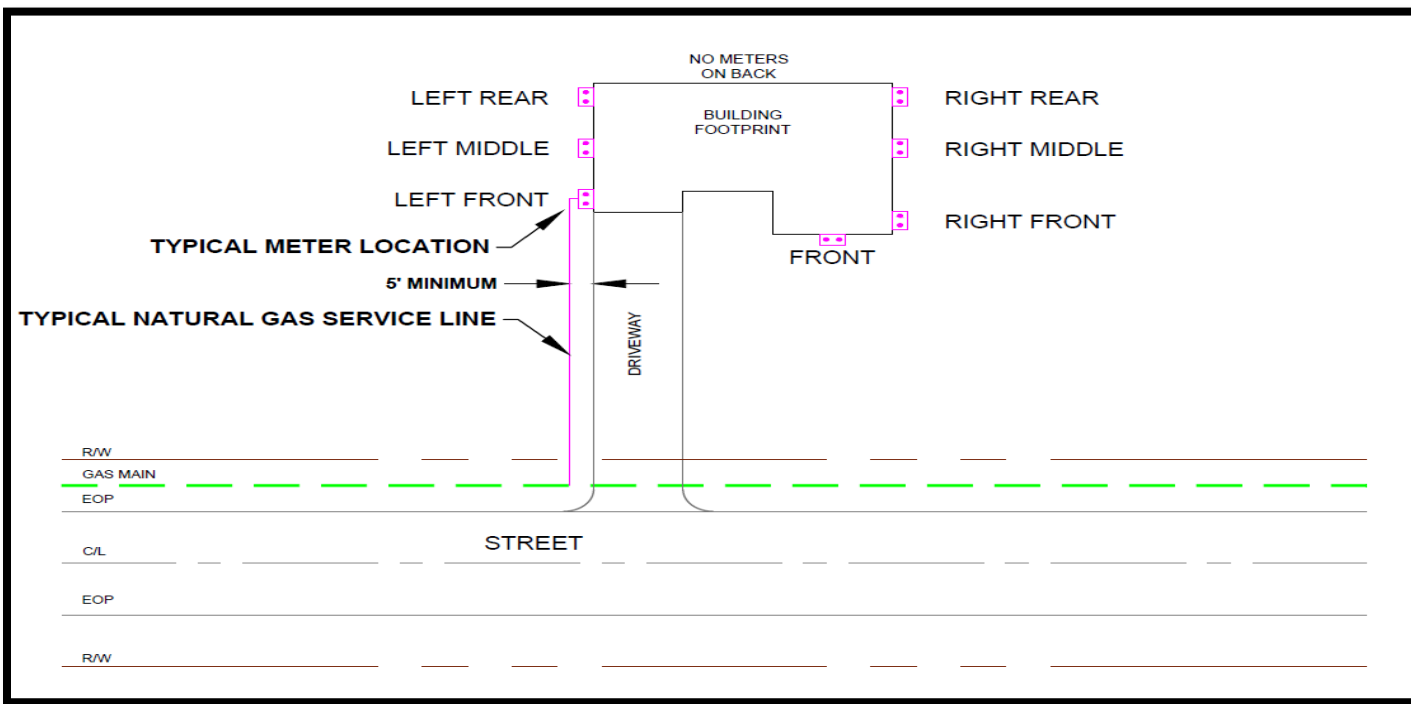
Below is a representation/sample.

This layout may not match the current layout of your property/project.

Notes:

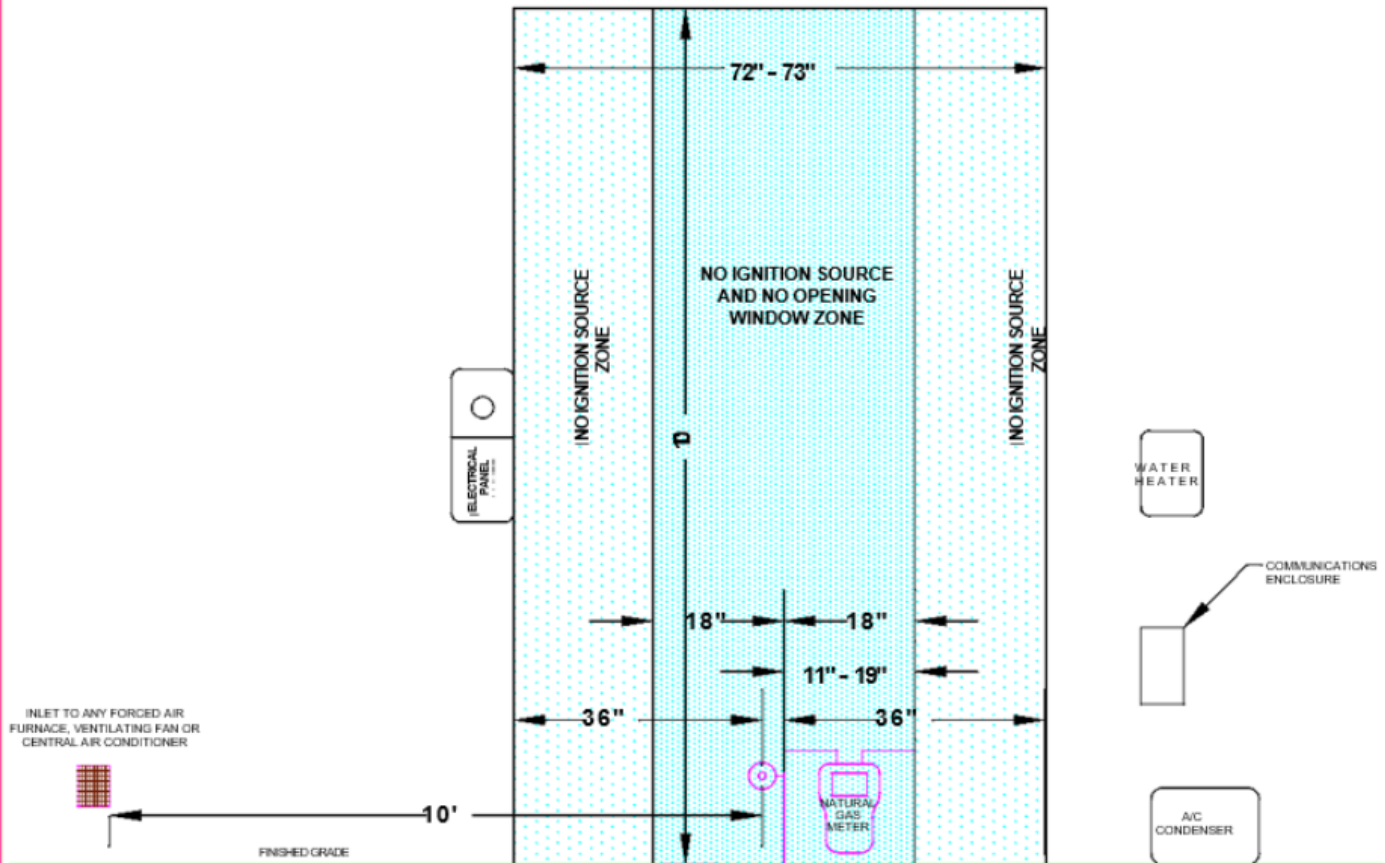
- Service line and meter to be installed exclusively on either side of the building or in front.
- If there is an existing or proposed fence, install the meter in front of the fence.
- Any meter that must be installed behind a fence will have gated access (within 10' or less).

SAMPLE EXAMPLE



NATURAL GAS METER SET SEPARATION AND CLEARANCE REQUIREMENTS

SCALE=NTS



NOTE(S):

1. SIZE AND DIMENSIONS OF GAS METERING EQUIPMENT MAY VARY. DRAWINGS ARE NOT TO SCALE.
2. NATURAL GAS PIPING (RISER, HOUSELINE FITTING) CANNOT BE PLACED WITHIN A 36 INCH HORIZONTAL AND 10 FOOT VERTICAL MEASUREMENT FROM FINISHED GRADE OF:
 - AN ELECTRICAL METER OR OTHER ELECTRICAL EQUIPMENT
 - FRESH AIR VENTING FOR STRUCTURE.
 - ANY SOURCE OF IGNITION

**EXCEPTION - SANTA ROSA COUNTY REQUIRES A 5' CLEARANCE FROM THE GAS METER TO ANY SOURCE OF IGNITION.*
3. METERS AND PIPING MUST BE PROTECTED FROM VEHICULAR DAMAGE, CORROSIVE ENVIRONMENTS, AND OTHER SAFETY RELATED ISSUES.
4. METERS CANNOT BE PLACED UNDER A CARPORT ROOF, AWNING, ENCLOSURE, OR ANY OVERHANG LARGER THAT A STANDARD EAVE, WITHOUT PRIOR WRITTEN APPROVAL OF OKALOOSA GAS DISTRICT.
5. METERS ARE NOT TO BE INSTALLED BEHIND SOLID WALLS, FENCES, OR GATES WITHOUT OKALOOSA GAS DISTRICT ACCESS.

NOTE(S): (CONTINUED)

6. ONLY FIXED NON-OPENING WINDOWS CAN BE INSTALLED WITHIN A 36" WIDE AREA FROM THE RISER CENTERLINE AND 10 FEET HIGH FROM FINISHED GRADE.
7. NO DOORS OF ANY TYPE MAY BE INSTALLED WITHIN A 36" WIDE AREA FROM THE RISER CENTERLINE.
8. ALL SOURCES OF IGNITION SHALL BE LOCATED OUTSIDE OF THE "NO IGNITION SOURCE ZONE".