

Terms and Conditions of Residential Gas Service Agreement

1. If required under the Company's tariff, Applicant agrees to pay Liberty Utilities to aid in the construction of the natural gas service line and associated main work required to provide service to the Premises. In the event that the actual service line length exceeds the estimated footage, Liberty Utilities may bill the property owner at the Extra Footage Fee over the estimated service line length over the estimated length, as set forth in section 7(E) of the Liberty Utilities tariff.
2. Once the meter is set, the Applicant becomes the customer of record and Liberty Utilities will commence billing the Applicant. The Applicant agrees to pay for gas service pursuant to the applicable rate classification and in accordance with Liberty Utilities' Terms and Conditions, as filed from time to time with the New Hampshire Public Utilities Commission.
3. Liberty Utilities will take reasonable measures to minimize damages to Applicant's property. For existing structures, Liberty Utilities will loam and reseed excavated areas and patch disturbed asphalt. Applicant is responsible for managing all reseeded areas.
4. Liberty Utilities will install the necessary natural gas distribution system to the site, subject to weather conditions and all federal, state, and local codes and permit requirements.
5. Applicant shall not remove any existing equipment related to its current use of fuel, as in oil burner or otherwise, prior to Liberty Utilities extending service to the Applicant's premises.
6. Notwithstanding the foregoing, Liberty Utilities may, at any time, terminate this Agreement without any further obligations, in the event of one of the following "Triggering Conditions": (a) it discovers that there is no active natural gas main in close proximity to Applicant's property for which a service connection can be made in a reasonably cost effective manner (b) it discovers conditions (including, without limitation, ledge, steep grades, and retaining walls), that would, in Liberty Utilities sole judgment, materially increase the cost of installation, (c) the fees for the required permits are significantly in excess of what is typical for such work, or (d) Liberty Utilities is unable to obtain the necessary permits to install the gas service line. In the event of a Triggering Condition, Liberty Utilities maintains the option to propose an adjustment of price to Applicant.
7. Liberty Utilities will not be responsible for delays or damages associated with the installation of a gas service line due to weather or the issuance of permits, nor will it be responsible for damages attributable to unforeseen conditions beyond its control.
8. (New Construction Only) Applicant shall construct, or cause the construction of all necessary water lines, sewer lines, roads and electrical lines, and will perform other necessary work required to prepare the site for the installation.
9. Applicant shall provide free of charge all easements and right-of-ways necessary for Liberty Utilities to install natural gas distribution lines required to provide service to the Premises.
10. Liberty Utilities may modify the meter location shown on the first page of the form based upon its installation requirements.
11. Applicant assumes full and complete responsibility for any and all costs associated with any environmental contamination encountered by Liberty Utilities during the installation, including but not limited to, the costs to clean up or remediate such contamination.
12. In the event that environmental contamination is encountered during the installation, all work shall cease and Liberty Utilities shall provide oral and written notice to the Applicant within a reasonable time. Thereafter, Liberty Utilities shall have no further obligations under this Agreement.
13. Applicant shall, to the fullest extent permitted by law, indemnify, defend, hold harmless, and release Liberty Utilities, its parent company, affiliates and subsidiaries and their respective directors, officers, employees, agents, servants, representatives, successors and assigns from and against all claims, demands, liabilities or expenses related to environmental contamination at or in the vicinity of the Premises. This indemnity and release provision survives the expiration or termination of this Agreement and extends to the respective successors and assigns of Liberty Utilities and Applicant.
14. Liberty Utilities shall own the natural gas distribution system up to the outlet side of each individual customer meter. The Applicant will own and be responsible for all equipment beyond that point.
15. All installations where excavating and backfilling are to be performed by Applicant or his/her designee will be performed in compliance with Liberty Utilities' specifications and the installation shall not commence until said trench is inspected and accepted by a representative of Liberty Utilities.
16. As part of section 7 (C) of the Liberty Utilities Tariff - If a customer fails, within nine months after the date a service is installed, either in whole or in part, to make use of the service, the customer will reimburse the Company for all costs of construction, removing, and retiring the service less any contribution in aid of construction made by the customer for the service, which will be forfeited. Minimum cost is \$4,200.
17. Prior to the start of the work described in this Agreement, Applicant is responsible for marking out any underground facilities on its property that are not marked out as a result of Liberty Utilities notification of the Dig Safe system.
18. This agreement may be modified only by a writing signed by Liberty Utilities and Applicant; any verbal representations or modifications by Liberty Utilities, its employees or contractors shall be null and void. Liberty Utilities and Applicant agree to enter this Residential Gas Service Agreement electronically.
19. The laws of the State of New Hampshire shall govern this Agreement.
20. If any terms of this Agreement or portions thereof are declared or become invalid or unenforceable, the remainder of this Agreement shall continue in full force effect.
21. As set forth in section 7A.5 in the Liberty Utilities tariff - Abnormal costs. Abnormal costs are service and/or main construction costs that are attributable to frost or ledge (including ditching or backfilling necessitated as a result of the presence of frost or ledge), and/or other conditions not typically encountered in service and/or main construction that are peculiar to the particular service and/or main construction concerned. Abnormal Costs are to be paid by the customer.
22. Customer is providing Liberty Utilities with a 911-compliant legal address.

Owner/Applicant Signature _____

Date _____