## **Application for Gas Service**

Select one option belov	N:			
☐ Residential S	ervice	☐ Commercial Service	□ Indu	ustrial Service
Select one option belov	N:			
☐ New Service/	/Meter			
			of Transfer	
Customer Billing Inforr	nation			
_				SSN #/Tax ID
Home Phone ( )		Cell Phone <u>(</u>	)	
Address				
City		State _		Zip
<b>Customer Contact Info</b>	rmatior	n (Commercial & Industi	ial cust	omers only)
Contact Name				Contact Title
				Preferred Phone <u>(</u> )
Contact for Premise (if	new co	nstruction)		
Contact Name			_	Preferred Phone <u>(</u> )
Contact Email Address				
City		State _		Zip
information)		mpleted only if premise		n different from customer billing
City		State		Zip
signed by landowner.		owner, please have Right		form included below completed and
Equipment Type	<del></del>	uipment Function	Qty	Input per Hour (MBTU/Hour)
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## **Service Agreement**

In reliance upon information provided and in consideration of the mutual covenants and promises contained here, *Frontier Natural Gas Company* and the Customer agree as follows:

- 1. AGREEMENT TO SELL AND BUY, Frontier Natural Gas Company (FNGC) shall sell and deliver to the customer, and the customer shall purchase from FNGC, during the term of this agreement, utility service at the premises, all in accordance with the rules and regulations duly and regularly established by the North Carolina Public Utilities Commission (NCUC), relating to the furnishing of utility service by FNGC. Such rules are available for inspection by the Customer during regular business hour and are included on our website.
- 2. **RATES AND PAYMENTS.** The Customer shall pay FNGC for gas service at all served premises in accordance with rate schedules approved by the NCUC. Bills rendered for utility service for residential service are due within 25 days of the billed date. Bills rendered for utility service for all other service classes are due within 15 days of the billed date. A late payment charge of 1% per month will be applied to all balances greater than \$10.00, not paid by the billing date.
- 3. **DEPOSIT.** FNGC reserves the right to require the Customer to make a deposit in advance of delivery of any utility service, in accordance with the rules and regulations of the NCUC.
- 4. **SERVICE LINE INSTALLATION.** Customer understands and agrees that customer will be allowed up to 100 feet of service line at no charge *IF*:
  - the estimated gas load is at least equivalent to central gas heating. If it does not, customer will be informed of the cost to install the service and can revoke the agreement at that time
  - the customer begins taking gas within (90) ninety days of the date FNGC install the service line and natural gas is made available to the above noted premise address

If it becomes necessary for Frontier to bill me for the service line because I failed to start using gas within (90) ninety days, the charges will include all cost incurred for installation. The billable footage will include all the service line installed beginning at the main distribution pipeline and continuing up to the riser / meter. I further understand that any payment made as a result of not using gas within (90) ninety days of availability will remain the property of FNGC until I begin using gas. Funds collected will not accrue interest. If I do not begin gas service within (36) thirty-six months of availability, I understand that I will not recover any payments that I have made.

- 5. **PLACE OF DELIVERY.** The Customer shall supply house piping to the outlet of the Company's meter set, and the gas provided shall be metered at a point approved by FNGC. The Customer's service shall be installed in accordance with all applicable laws, rules and regulations.
- 6. **SERVICE LINE & METER MAINTENANCE**. The customer understands that the service line and meter must remain clear of any obstructions throughout its life. Ground vegetation or other temporary obstructions are acceptable but no structures or permanent ground cover (asphalt, concrete, etc.) should be installed over the top of the service line. Customer meter must be located on the exterior of the home free of any permanent overhead obstructions such as a second stories or porch coverings. Meter should also be located at least 3 feet from any windows, doors, or other areas that gas could vent directly into the home. The customer is responsible for contacting FNGC before making any changes that could impact compliance with these rules and if the line and/or meter requires relocation to be in compliance with the policy, customer will bear responsibility for all the costs associated with the relocation. The customer is also responsible for contacting FNGC before adding additional equipment to ensure the current meter is capable of additional load. FNGC will review each case individually to determine if additional costs will be required to upgrade a meter.
- 7. **NON-MAINTENANCE OF CUSTOMER PIPING.** Per 49 CFR 193.16, FNGC is required to notify you that FNGC owns and maintains only the gas piping that delivers gas to the gas meter. Piping downstream of our meter, including buried yard line and the piping in the walls of buildings, is owned, operated and maintained by the customer, not FNGC.

Customer	Initials
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Customers' piping that is not installed, operated and maintained properly can be a source of hazard due to corrosion and leakage. Customers should retain the services of a licensed plumber or heating contractor to periodically check their piping system to be sure it is gas-tight and free of corrosion. This is especially true for buried metallic piping, which can corrode quickly if exposed to the soil.

Corrosion, leakage or other unsafe conditions should be repaired promptly by a qualified professional.

If you are unsure of the safety of your gas piping, contact a licensed plumber or heating contractor, or call FNGC at 336-526-2690 for assistance. For your convenience, you may also call FNGC's toll free number: 800-537-2545.

Buried gas lines can also be damaged by excavating, including shallow excavating done by hand. Persons planning to excavate should contact North Carolina One-Call at 1-800-632-4949 a minimum of 48 hours prior to beginning the excavation(s). One-Call notifies companies having buried lines in the vicinity to locate their lines for you at no charge. It is your responsibility to carefully expose and protect buried lines in the area of your excavation.

- 8. **ACCESS TO THE PREMISE.** FNGC's agents shall have access to the premises at all reasonable hours for the purpose of examining, reading, repairing, or removing its property. The Customer shall provide space for and protect FNGC's property. The Customer shall notify FNGC or its agent of any dangerous animals or any condition, which may affect access to the premise.
- 9. TERMS AND TERMINATION. This agreement shall commence on the date when FNGC begins to supply utility service. FNGC reserves the right to discontinue its utility service to the Customer and to remove its equipment from the Customer's premises if the Customer fails to make payments as herein required, fails to pay any account for service at a location, in Customer's name or in the name of Customer's present spouse or a previous spouse, or fails to comply with or perform any of the conditions or obligations hereof. In the event that service is discontinued for any reason, the Customer hereby authorizes and empowers FNGC to remove its property. If FNGC's property on the premises has been interfered with or if evidence is found that the Customer service has been tampered with, the Customer shall be required to bear all costs incurred by FNGC for investigation of such tampering and for installation of necessary protective equipment. If the tampering has resulted in improper measurement of service, the Customer shall be required to pay for such service as FNGC may reasonably estimate, from available information, to have been used by the Customer but not registered by FNGC meters. If the investigation by FNGC shows that the Customer is responsible for tampering, FNGC may discontinue gas service and remove its equipment from the Customer's premises without notice. North Carolina law provides that theft of service is a crime.
- LIMITATION OF COMPANY'S LIABILITY. FNGC does not guarantee a constant supply of the utilities, and no liability shall attach to FNGC for any failure to deliver utility service for any cause whatsoever. The Customer agrees that FNGC shall not be liable to the Customer or to third persons for personal injury or property damage resulting from use of utility or from the presence of FNGC service equipment on the Customer's premises, unless such injury or damage is due to the willful fault or neglect on the party of FNGC. FNGC assumes no liability or responsibility and shall have not liability or responsibility for leaks or any connections beyond the outlet of the meter set.
- 11. **MODIFICATION OF AGREEMENT.** This agreement shall at all times be subject to changes or modifications that may be made by the NCUC. This agreement shall constitute the entire agreement between FNGC and the Customer, and no modifications of this agreement shall be binding upon the parties unless such modifications are made by NCUC or are in writing, duly accepted by the Customer and executed by FNGC.

- 12. **ASSIGNABILITY.** This agreement shall not be assigned without the prior written consent of FNGC. In the event that the Customer sells, rents or moves from the premises, the Customer shall give FNGC at least a 5-day notice in advance of the time of such rental, sale or move.
- 13. **BINDING ON HEIR AND ASSIGNS.** This agreement shall be binding on the heirs, assigns and successors of the parties hereto. It is acknowledged that the utility service provided is a necessity such that the Customer and the Customer's spouse, and his heirs, assigns and successors, are liable for payment thereof.
- 14. **CUSTOMER WARRANTY.** The Customer warrants that the information provided in this application for service is true, complete, and correct and that neither the Customer nor his or her spouse is indebted to FNGC for any utility service previously supplied by FNGC. In the event that FNGC employs an attorney for the enforcement of any provision of this agreement, the Customer agrees to pay to FNGC the reasonable value for such attorney's services.
- 15. **AUTHORIZATION TO RELEALSE CREDIT INFORMATION.** Customer authorizes that a credit history report be released to FNGC by an applicable credit agency that FNGC may choose. Customer may wish not to open a credit account but I still authorize my credit history report to be released to FNGC. Customer understands that a deposit may be required if the reported credit score is less than 650. The report will be used for the exclusive purpose of evaluating the creditworthiness of the authorizing individual. Information is obtained from a multitude of database, record keeping systems, and other sources over which FNGC does not warrant the accuracy of the information received. FNGC certifies that it understands that the Fair Credit Reporting Act which provides that anyone "who knowingly obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined not more than \$5,000 or imprisoned not more than a year, or both".
- 16. **LOCATING OF EXISTING UTILITIES.** FNGC will not be held responsible for locating private lines. If these are damaged during construction, it will be the Tenant/Owner's responsibility and expense.

**IN WITNESS WHEREOF,** said parties have caused this agreement to be executed the day and year first above written. Customer signature below indicates that all items above have been read, understands the mutual covenants and promises contained herein and agrees to enter into the contract herein with Frontier Natural Gas Company.

Customer Signature	Date
Frontier Representative Signature	Date

## **Right of Way Authorization**

I hereby authorize and grant Frontier Natural Gas Company right of way to serve natural gas to my property at the premise address below.

Premise Address		
City		Zip
Owner Address		_
City		
Preferred Phone <u>(</u> )		
Owner Name (print)		
Owner Signature		Date
The foregoing terms accepted by Front	ier Natural	
Gas Company Frontier Representative		