



# Terms and Conditions of Commercial Gas Service Agreement

1. Applicant agrees to pay National Grid 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, National Grid may bill the property owner at a rate of (Excess Footage Fee) over the estimated service line length.
2. Once the meter is set, the Applicant becomes the customer of record and National Grid will commence billing the Applicant. The Applicant agrees to pay for gas service pursuant to the applicable rate classification and in accordance with National Grid's Terms and Conditions, as filed from time to time with the Massachusetts Department of Public Utilities.
3. National Grid will take reasonable measures to minimize damage to Applicant's property. For existing structures, National Grid will loam and reseed excavated areas and patch disturbed asphalt. Applicant is responsible for maintaining all reseeded areas.
4. National Grid 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. In the event that National Grid is unable to obtain the necessary permits to install the gas service line, National Grid shall not be obligated to perform such installation and this Agreement shall be null and void.
5. Notwithstanding the foregoing, National Grid 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 National Grid's judgment, materially increase the cost of installation, or (c) the fees for the required permits are significantly in excess of what is typical for such work (d) National Grid is unable to obtain the necessary permits to install the gas service line. In the event of a Triggering Condition, National Grid shall consider any Applicant proposals for an adjustment of price.
6. National Grid 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.
7. (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.
8. Applicant shall provide all easements and rights-of-way necessary for National Grid to install natural gas distribution lines required to provide service to the Premises.
9. National Grid will accept or modify the meter location shown on the front of this form based upon its installation requirements .
10. Applicant assumes full and complete responsibility for any and all costs associated with any environmental contamination encountered by National Grid during the installation, including but not limited to the costs to clean up or remediate such contamination.
11. In the event that environmental contamination is encountered during the installation, all work shall cease and National Grid shall provide oral and written notice to the Applicant within a reasonable time. Thereafter, National Grid shall have no further obligations under this agreement.
12. Applicant shall, to the fullest extent permitted by law, indemnify, hold harmless and release National Grid, 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 the Agreement and extends to the respective successors and assigns of National Grid and Applicant.
13. National Grid shall own the natural gas distribution system up to the outlet side of each individual customer meter.
14. All installations where excavating and back filling are to be performed by Applicant or his/her designee will be performed in compliance with National Grid's specifications, and the installation shall not commence until said trench is inspected and accepted by a representative of National Grid.
15. In the event that the gas equipment identified on the front of this agreement is not installed and in use within six months of the date of installation of the service line, the Applicant agrees to pay National Grid for the cost of installing all gas lines necessary to serve Premises, minus any prior contribution in aid of construction made to National Grid.
16. Prior to the start of the work described on the front of this agreement, Applicant is responsible for marking out any underground facilities on their property that are not marked out as a result of National Grid's notification of the Dig Safe system.
17. This Agreement may be modified only by a writing signed by National Grid and Applicant; any verbal representations or modifications by National Grid employees or others shall be null and void.
18. The laws of the Commonwealth of Massachusetts shall govern this Agreement.
19. If Applicant changes the primary fuel from natural gas to an alternate fuel source during the first five (5) years after billing commences, National Grid reserves the right to reevaluate the financial impact of this change and bill Applicant for a portion of its original investment.
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 and effect.

