

**APPLICATION FOR GAS SERVICE**

TO: CLARKE-MOBILE COUNTIES GAS DISTRICT (CM)

Date: \_\_\_\_\_

FROM: Applicant: \_\_\_\_\_  
Name, including maiden name if married femaleNew Account ☐ Inactive Account ☐ Transferred ☐ From \_\_\_\_\_

Applicant's SSI # \_\_\_\_\_ Applicant's Drivers License #: \_\_\_\_\_

Service Address \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Acct. #: \_\_\_\_\_ Class: \_\_\_\_\_ Deposit #: \_\_\_\_\_ Amt.: \$ \_\_\_\_\_ Date \_\_\_\_\_

Employer: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Owner of premises: \_\_\_\_\_ Spouse: \_\_\_\_\_

Applicant and Endorser (collectively, "applicants") hereby request that natural gas service be provided by Clarke-Mobile Counties Gas District (CM) to the service address above shown, and applicants will pay, as and when due, for said service at CM's rates from time to time applicable to such premises, with payment of minimum bill to begin once gas service is made available. If service to such address is discontinued for any reason, it is agreed that CM need not re-activate same until there is payment of a service charge in the amount then applicable. Applicants further agree to abide by all the rules and regulations of CM, including payment of applicable late payment penalties as and when due.

In consideration of the service to be performed by CM hereunder, Applicants have covenanted and agreed with CM as follows:

- (1) Applicants have granted and do hereby grant to CM a permanent easement over, upon and across all property now or hereafter owned or controlled by Applicants, and each of them, for the purpose of installing, maintaining and operating such Facilities as CM shall deem necessary for service to the premises the subject of this application, and for service to the premises of other. Such easement(s) shall be of such width (to be designed by CM) as shall be necessary for the exercise of CM of its rights and privileges, hereunder. The term "Facilities" shall include but shall not be limited to service lines, distribution lines, transmission lines, and metering equipment, whether heretofore or hereafter located on property belonging to Applicants. The "operation" of said Facilities shall include but not be limited to the maintenance, testing, inspection, meter reading, repair replacement, extension, modification and removal of such Facilities. If there are any such Facilities now existing in, on or under any property now owned by Applicants, or either of them, Applicants hereby ratify and confirm the right of CM to have heretofore installed and operated same, and hereby expressly release and discharge CM from any and all liability in connection therewith, including liability for having heretofore installed and operated same.

Upon its acceptance of this application, CM will furnish, install, own, maintain and operate the service line, metering equipment and other facilities necessary to serve the subject premises; however, Applicants will furnish and maintain, at their expense, all lines downstream from said meter.

- (2) CM shall have the right but not the obligation to inspect any installation, appliance or other equipment of property (collectively, "Applicants' Property"), downstream from its meter serving said premises, before or after gas service is begun, and reserves the right to decline to begin or to continue such service if it deems Applicants' property or the condition thereof to be unsafe; however, CM's failure to so inspect, or its failure to decline service after inspection, shall not be deemed as CM's representation that Applicants' Property is free from defect or otherwise safe and Applicants hereby acknowledge that CM shall not be liable to them, or either of them, in damages or otherwise, for any loss, damage, death or injury resulting from (i) any defect in, or unsafe condition of Applicants' property, (ii) any accident occurring for any reason, except as a direct result of CM's misconduct, on the property of Applicants, (iii) any violation of any city ordinance, or of CM's and/or any city rules or regulations, now or hereafter in effects as to the subject premises, or (iv) any curtailment or interruption of gas supply to the subject premises, for whatever reason; and Applicants hereby agree that they will forever indemnify, protect, defend and hold CM harmless from and against all claims of others, and all costs and expenses in connection therewith, including attorneys fees and court costs, arising out of or in anywise in connection with any of the foregoing.

All references herein to CM shall include its successors and assigns.

Endorser \_\_\_\_\_ Applicant \_\_\_\_\_

Application accepted: CLARKE-MOBILE COUNTIES GAS DISTRICT

By: \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for Clarke County, Alabama, hereby certify that \_\_\_\_\_, whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s) he/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, Clarke County, Alabama