

CALEDONIA NATURAL GAS DISTRICT
CALEDONIA, MS.
GAS USER AGREEMENT

This agreement entered into between the Caledonia Natural Gas District, hereinafter called "District" and _____, User(s) of the district, hereinafter called "User".

WHEREAS, the User desires to purchase gas from the District and to enter into a gas Users agreement as required by the Rules of the District.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows: The District shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as hereafter amended, such quantity of gas as User may desire in connection with User's occupancy of the following described property:

_____.

The user agrees to grant to the District, its successors and assigns, a perpetual easement in. over, under and upon the above described land, with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove gas pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User shall install and maintain at the Users expense a service line which shall begin at the meter and extend into the dwelling or place of use. The service line shall connect with the distribution system of the District as the nearest place of desired user by the User, provided the District has determined in advance that the system has sufficient capacity to permit delivery of gas at that point.

The User agrees to pay for gas at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as may be hereafter adopted and imposed by the District.

The User agrees to pay a deposit in the amount set by the Board and subject to the Rules and Regulations set by the board.

The District shall install a cutoff valve regulator and a meter for each service. The District shall have exclusive right to use such cutoff regulator and gas meter.

The District shall have final authority in any question of location of any service line connection to its distributor systems; shall determine the allocation of gas to User in the event of a gas shortage any may shut off gas to a User who allows a connection of extension to the supplying of gas to another user. In the event the total gas supply shall be insufficient to meet all or the needs

of the User, or in the event there is a shortage of gas, the District may prorate the gas available among the various Users on such basis as is deemed equitable by the District and may also prescribe a schedule of hours covering use of gas for commercial purposes by particular Users and require adherence thereto or prohibit the use of gas for commercial purposes that, if at any time the total gas supply shall be insufficient to meet all of the needs of the Users, the District must first satisfy all of the needs of all Users for domestic purposes before supplying any gas for commercial purposes.

The user shall connect the service line to the District's distribution system and shall commence to use gas from the system on the date gas is made available to the User by the District, unless otherwise agreed to minimum charges to the User shall commence on the date service is made available.

The failure of a customer to pay gas charges duly imposed shall result in the automatic imposition of the following penalties:

- (1) Nonpayment from the due date will be subject to a penalty of 10 percent of the delinquent account.
- (2) Nonpayment within 30 days from the due date will result in the gas being disconnected from the customer's property.
- (3) In the event it becomes necessary for the District to shut off the gas from a User's property, a fee set by the district in its rate schedule will be charges for a Reconnection of service.

IN WITNESS WHEREOF, we have executed this agreement, this _____ day
of _____, 2023

USER: _____

USER: _____