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**Terms and Conditions**

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(Continued From Sheet No. 34)

CONDITIONS OF SERVICE:

\* **Equipment Furnished and Maintained by Customer.**

All gas utilization equipment (including but not limited to all piping, fixtures, fittings, detection systems, safety devices, and appliances) beyond the outlet side of the last meter or regulator of the Company used in delivering gas to the Customer shall be suitable for the purposes hereof and shall be installed, operated and maintained by the Customer at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company.

The Company has no responsibility for the design, installation, operation, maintenance, or condition of gas utilization equipment (including but not limited to all piping, fixtures, fittings, detection systems, safety devices, and appliances) beyond the outlet side of the last meter or regulator of the Company used in delivering gas to the Customer, and the Company shall have no liability or responsibility to any Customer, Occupant, or third party for any claims loss, injury, or damages whatsoever resulting therefrom or in connection therewith. The Company reserves the right to discontinue service if such equipment is in an unsatisfactory condition.

\* **Utilization of Gas**

The Company shall not be responsible nor liable for gas beyond the outlet side of the last meter or regulator of the Company, and the Company shall not be liable for any loss, damage, or injury to any property or person, resulting directly or indirectly from, or on account of, any condition beyond the outlet side of the last meter or regulator of the Company. The Customer, having entire control of all gas utilization equipment beyond the outlet side of the last meter or regulator of the Company, is solely responsible for any leakage, waste, or theft of gas which may occur after it leaves the outlet side of the last meter or regulator of the Company.

When the Company has notice of a dangerous condition associated with the utilization of delivered gas, but does not have knowledge that the dangerous condition is present on the Customer's premises, the Company's duty, if any, to inform or warn of that condition shall be limited to and satisfied by the Company sending to the Customer a Safety Information Notice regarding the potential existence of the dangerous condition. The Customer is responsible for inspecting the Customer's premises for, identifying, and remedying any such dangerous condition warned of in the Safety Information Notice. The Company shall have no liability or responsibility for any claims, loss, injury, or damages whatsoever resulting from or in connection with any potentially dangerous condition warned of by the Company in the Safety Information Notice, including any potentially dangerous condition on the Customer's premises.

The Customer shall indemnify and save harmless Company from any and all loss or liability for damages, expenses, including reasonable attorney's fees, claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property related in any way to, or on account of the Customer's ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company.

**Company's Property and Protection Thereof.**

All meters, regulators, and other facilities placed on the Customer's premises by the Company for the purpose of rendering gas service to said premises, unless otherwise expressly provided, shall be and remain the property of the Company, and the Customer shall exercise reasonable care to protect such property from loss or damage.

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When, in the Company's judgement, it is determined that protective material or devices, including but not limited to the installation of bollards or guardrails, are necessary to prevent damage to a new or initial meter set installation, including because of a hazardous condition on the customer's premises, the Company shall install such protective material or device at the Customer's expense. When it is determined by the Company that protective material or devices are required to prevent damage to existing meters or other existing Company facilities from a hazardous condition, the Company will install such protective material or device or will relocate its meter, regulator and service line facilities at its expense

If in the Company's judgement, relocation of its facilities becomes necessary because of an identified existing pipeline safety condition caused by construction at a residential premises, the Company will relocate its meter, regulator and service line facilities to the extent deemed feasible by the Company at its expense. If in the Company's judgement, relocation of its facilities becomes necessary (i) due to an identified pipeline safety condition caused by the construction or change in operations of a commercial customer, or (ii) in light of proposed new construction at a residential or commercial premises, or (iii) when a residential or commercial customer requests relocation solely for their convenience, or (iv) where the Company's facilities at a residential or commercial customer's premises are located in an easement, lease, license, encroachment or equivalent property interest that was granted to the Company in writing, the Company will make such relocation, to the extent deemed feasible by the Company, at the Customer's expense.

In the case of any Customer's willful interference or refusal to cooperate with the Company's efforts to relocate its facilities due to an identified safety concern or to install protective material or devices, or in the case of any intentional damage by a customer to Company facilities or installed protective material, the Company shall have the right to discontinue gas service to the premises, including by shutting off the service valve to the meter, disconnecting the service line from the main, and/or removing the Company's facilities from the premises.

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The Company will charge a Customer for damages to the Company’s mains, steel service pipes and non-steel service pipes, regardless of size, based on the time and material necessary to make the repairs.

**\* Excess Flow Valves**

In accordance with applicable law, Nicor Gas will install excess flow valves (EFV) to new single family residential, multifamily residences and commercial customers not using in excess of one-thousand (1,000) standard cubic feet per hour (SCFH) per service line. At the request of an existing customer not using in excess of 1,000 SCFH per service line, and in accordance with applicable law the Company may install an EFV or equivalent equipment, as determined in the Company’s sole discretion, for interrupting the flow of gas.

**Landlord's Consent.**

In case the Applicant or Customer is not the owner of the premises or of intervening property between the premises and the Company's main, the Applicant or Customer shall obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property of all piping, or other gas equipment required for the supplying of gas to the Applicant or Customer.

**Landlord/Property Management Agreements.**

Company may, by prearrangement with a landlord/property manager, place service for a premises on a going forward basis in the name of the landlord/property manager and continue service to the premises when a tenant who had utility service in the tenant’s name vacates the premises and there is no customer of record. The Company and the landlord/property manager shall agree in writing to provisions of the prearrangement, such written prearrangement to be substantially in the form of the agreement identified on Sheet Nos. 55.1 and 55.2 of this rate schedule. The Company shall provide notification to the landlord/property manager within two (2) business days each time the Company places service to a premises in the landlord/property manager’s responsibility.

**Access to Premises.**

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of inspecting the Customer's installation and of reading, examining, repairing, maintaining, removing, modifying, or disconnecting the Company's meters or other property. Customer’s failure to provide access to the premises may lead to the disconnection of service or other legal action.

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**Interfering Equipment.**

Whenever any of the Customer's utilization equipment, such as compressors, furnaces, boilers or gas turbines has characteristics which will cause interference with service to any other Customer, interfere with proper metering or adversely impact the Company's transmission or distribution system operation, suitable facilities and system improvements shall be provided at the Customer's expense to preclude such interference. Customer may pay for such improvement in one payment or by monthly installments. In the event the Company must purchase incremental services from interstate pipelines to service the Customer, the Customer shall pay for such incremental service on a monthly basis. The Customer may agree to reduced service levels to minimize such charges. Any agreement relating to charges to be billed pursuant to this provision or an agreed reduction in service level shall be submitted to the Illinois Commerce Commission for informational purposes on a confidential basis as provided by 83 Illinois Administrative Code Part 335 – Confidential Contracts.

**Use of Gas for Testing.**

The Company may authorize the Customer to use gas in excess of the Customer's Maximum Daily Contract Quantity (MDCQ) for the purpose of testing equipment not previously served by the Company. The amount of gas to be used for such testing and the period or periods of such use shall be subject to prior written approval of the Company. The increased demand so occasioned shall not be taken into account in the determination of the Customer's MDCQ.

**\* Charges for Altering or Tampering With Company Facilities.**

Tampering with the Company's pipes, meters, wires, or other service equipment, including but not limited to the self-restoration of gas service, is illegal and prohibited. When the Company has reason to suspect that tampering has occurred, it shall: 1) promptly investigate the suspected tampering; 2) once the Company has proof of tampering, report to the Customer the details of the investigation; and 3) once the condition becomes known to the Company, take the necessary steps to correct the condition and issue a corrected bill without delay for the estimated amount of gas received by the Customer not otherwise measured and billed. If the Company has determined that the person benefitting from the tampering was either directly or indirectly responsible for the tampering, the Company will also promptly bill the Customer for material, labor, clerical and transportation expenses, with associated overheads of fringe benefits, direct supervision and taxes on labor, and stores charges on materials, incurred in replacing or repairing the meter and related facilities and preparing the bill.

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\* When the Company has evidence proving the unauthorized use or tampering of non-residential service, Company may disconnect service to the tampering Customer until: 1) the Customer or the Company removes the facilities that allow the Customer to use service without paying for it, and 2) Customer pays for the unauthorized use. The Company will determine the amount of unauthorized usage and provide a bill to the customer without delay. If Company removes the facilities, Customer must pay the costs associated with the work prior to reconnection of service.

\* **Illegal Taps.**

When, within thirty (30) days of receipt of a bill, a Customer alleges that the level of consumption is unreasonably high, the Company will investigate the allegation to determine the reason and whether the consumption is caused by an illegal tap or diversion of service. Subject to the reasonableness of accessibility and visibility of Customer's or a third-party's gas piping, should the Company's investigation determine that a tap has been constructed on Customer's piping, Company shall inform Customer, attempt to determine the benefitting party, and instruct that the tap be immediately removed. The Customer whose pipes were tapped shall be rebilled on the basis of their newly established usage pattern, or Company criteria for estimated billing, whichever is appropriate.

If Company determines that the benefitting third-party is also a customer of the Company, Company shall bill such third-party's account for the excess usage. If benefitting party is known but not a customer, Company shall bill the third-party for the excess used plus all related expenses incurred by Company using its procedures for the billing of unauthorized utility service. If Company cannot determine the identity of the benefitting third-party, Company may recover the dollar amount of the excess usage and related expenses from its bad debt account.

**Natural Gas Used as a Motor Vehicle Fuel.**

The Customer shall be responsible for all taxes to governmental bodies on the sale of natural gas for conversion to compressed natural gas (CNG) for use in vehicles.

**Escaping Gas.**

The Customer shall immediately give notice to the Company of any gas escaping in or about the premises.

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