

Email this service agreement to <u>ncorders@nwnatural.com</u> or Fax to 1-888-427-4222

## **RESIDENTIAL NEW CONSTRUCTION SERVICE AGREEMENT**

Infill Lot / Existing No.	eighborhood					
New Subdivision Na	me:				Lot #:	
Additional Meter On	ly (Fill out through Me	eter Pressure question. House	eline must be greer	n tagged an	d have permanent ID tag.)	
Submitted Date: E-Mail / Fax #:					(for Order Confirmation)	
Job Site Address:		City:		State:	Cross Street:	
Builder:		Contact Name:		Phone #:		
Responsible Billing Acc	ount Holder Name <i>if</i>	different than builder:				
Billing Account Holder N	Aailing Address:					
Billing Account Holder S	Signature:		Phone #:		Date:	
	-	er acknowledges that this agrouted standards, in the second standards, in the second standards, in the second standards of the	=		al's approved Tariff Schedules and	
STRUCTURE AN	D GAS EQUIPMEN	NT INFORMATION				
House Style: Mark typ	e and if multi-meter	header (one application per r	neter is required)			
Single Family	Attached Tow	nhome 🗌 Condo	Manufac	ctured	Houseboat	
Multi-Meter Header	Duplex	🗌 3+ Multi-Ple	x (application requi	red for each	ו additional meter)	
Heated Square Feet: (1" service if over 4,000 ft.) Numb			Number of t	r of bedrooms:		
Gas Equipment to be i	installed (indicate q	uantity):				
Furnace		Tank Water Heater	Range	Spa	BBQ	
Fireplace (	_BTU Rating)	Tankless Water Heater	Dryer	Pool	Generator	
Wall Heater		Hydronic Heating	Gas Backup	to Heat Pu	mp or Mini Split	
Boiler		Other				
INSTALLATION DE	ETAIL					
Meter Pressure: (mark o	choice) 🗌 Stan	dard 🛛 🗌 2 PSI (requi	res 2nd trip for met	er set)	Green Tagged?	
Meter Location: (facing	house from addresse	ed street)				
Marked	Unmarked					
Front	Left	Right		_ Feet back	from corner of structure	
Distance in feet from pro	operty line to meter (a	approx.):				
Construction Status (e.g. Foundation, Framed, etc.):				Service Ready Date:		
Conduit Installed?*	Yes Conduit	provided by NW Natural mu	ist be installed at	time Servio	e Agreement is submitted.	
*Requires 1½" yellow co	onduit for standard se	ervice, 2" yellow conduit for 1"	service. Ends must	t be taped a	nd left exposed or marked.	

## THIS AGREEMENT IS SUBJECT TO NW NATURAL'S DETERMINATION THAT THE RESIDENCE CAN BE SERVED AS DESCRIBED ABOVE AND THAT THERE ARE NO EXTRAORDINARY CONSTRUCTION COSTS. IF THE RESIDENCE CANNOT BE SERVED AS DESCRIBED ABOVE, OR THERE ARE EXTRAORDINARY CONSTRUCTION COSTS, THIS AGREEMENT SHALL BE NULL AND VOID.

This Agreement shall be null and void if not accepted by the Applicant's signing and returning same to NW Natural within sixty (60) calendar days from the Submitted Date.

## SERVICE AGREEMENT TERMS AND CONDITIONS

- **A. Definitions**. As used in these Service Agreement Terms and Conditions ("Terms and Conditions"):
  - 1. "Applicant" means the person or entity identified as the applicant on the Order Form.
  - 2. "Construction Allowance" is as defined in the Tariff.
  - 3. "Construction Contribution" means the amount of the Cost Estimate less any Construction Allowance that the Applicant is entitled to under the Tariff.
  - 4. "Cost Estimate" means NW Natural's pre-construction estimate of the costs to perform the Extension Work, as further described in Section D of these Terms and Conditions.
  - 5. "Distribution Facilities" is as defined in the Tariff.
  - 6. "NW Natural" means Northwest Natural Gas Company.
  - 7. "Order Form" means the order form that incorporates these Terms and Conditions by reference.
  - 8. "Premises" means the property that is being served by the natural gas service that is the subject of the Agreement, as further described in the Order Form.
  - 9. "Service Line Installation" means the installation of Distribution Facilities required to provide natural gas service.
  - 10. "Tariff" means NW Natural's tariff applicable to the providing of natural gas service to the Premises, as amended from time to time.
- **B.** Entire Agreement. The Order Form, together with these Terms and Conditions and any other document incorporated into the Order Form, will constitute the contract (the "Service Agreement") between NW Natural and Applicant with respect to the subject matter of the Order, with all prior agreements, understandings and statements written or

oral, being merged into the Service Agreement. The terms of the Tariff are incorporated in the Service Agreement.

- **C. Responsibility for Costs.** Applicant will pay NW Natural for all of NW Natural's actual costs to perform the Service Line Installation, less any Construction Allowance that Applicant is entitled to under the Tariff.
- **D.** Construction Cost Estimate. After execution of the Service Agreement and prior to commencing the Service Line Installation, NW Natural will furnish Applicant an estimate of the costs to perform the Service Line Installation (the "Cost Estimate"). Applicant understands and agrees that the Cost Estimate (1) is provided by NW Natural solely as a good faith, non-binding estimate and (2) is not a monetary limit on Applicant's obligation to fund the Service Line Installation or on Applicant's other obligations under the Service Agreement.
- **E. Payment of Construction Contribution.** Prior to commencement of the Service Line Installation, Applicant will pay NW Natural the Construction Contribution. NW Natural will not commence the Service Line Installation until Applicant pays NW Natural the Construction Contribution.
- **F. Time of Installation.** After receipt of the Construction Contribution from Applicant, NW Natural will schedule the Service Line Installation. Although NW Natural may provide Applicant an estimated installation date, NW Natural is not obligated to perform the Service Line Installation by a certain date.
- **G.** Location of Distribution Facilities; Access Rights. NW Natural will designate the location of the Distribution Facilities at its discretion. Easements or other access rights may be required for the Service Line Installation to cross property owned by Applicant or a third party, and Applicant will reasonably cooperate in the obtaining of any required access rights, including but not limited to executing documents to secure those rights.
- **H. Service Payment.** Applicant will pay for natural gas service at the Premises in accordance with the Tariff.
- I. Appliances and House Lines. Applicant is responsible for the installation, use, and maintenance of appliances and house lines at the Premises in accordance with applicable laws, codes, and ordinances and the Tariff.
- J. Minimum Monthly Charge. If NW Natural has performed a Service Line Installation and otherwise made natural gas service available at the Applicant's Premises, whether or

not the natural gas equipment specified in the Service Agreement has been installed at the Premises, NW Natural may bill the Applicant the minimum monthly bill amount for natural gas service at the Premises as specified in the applicable Rate Schedule.

- **K. Refund of Costs.** A refund of costs paid by Applicant for the Service Line Installation may be available under the Tariff, Schedule X (if the Premises is in Oregon), or Schedule E (if the Premises is in Washington).
- L. Changes to Agreement. No term of the Service Agreement may be waived, modified, amended, discharged, terminated, or otherwise changed except by a writing signed by the party against whom the change is to be enforced.