

Yoakum County Gas Co.

RECEIPT

Nº

807

PAYABLE ONLY TO PERSON NAMED HEREON

RECEIVED OF 10-30-, 1942
Slaughter Farms \$ 10.00
and 2/100 DOLLARS
as Security for Services to be used at Residence

This receipt is NOT transferable. If, when service is discontinued and bill or bills due the Company shall remain unpaid, the above amount, or such part thereof as may be required therefor, shall be applied by the Company to the payment of the bill or bills, and the residue, if any, shall be refunded.

Please preserve this receipt carefully as it
will be redeemed only upon presentation.

YOAKUM COUNTY GAS CO.

By

Virginia Reasoner

CONSUMERS DEPOSIT RECEIPT

NOT TRANSFERABLE

LEVELLAND, TEXAS

Dec. 2 1938

Nº 2057

RECEIVED OF

Slaughter Farms

STREET

Ten

DOLLARS

As security for the payment of any amount which may become due the undersigned company. Same to be refunded on presentation of this receipt, when service is discontinued, less balance due this company.

DEPOSIT \$	<u>10.00</u>
INTEREST \$	_____
TOTAL \$	_____
LESS ACCTS. DUE - \$	_____
AMT. REFUNDED - \$	_____

INTEREST COVERS THE PERIOD

From _____ To _____

Receipt of \$ _____ is hereby acknowledged, being entire balance due on the above deposit.

Date _____ 19 _____

Texas-New Mexico Utilities Co.

BY

Maurine Felty

DEPOSITOR

\$ 10⁰⁰

SECURITY DEPOSIT RECEIPT

No. 1266LEVELLAND, TEXAS

, TEXAS,

10-24

, 19

38RECEIVED
FROMHaughter Farms
Levelland, Texas

AT NO.

Truitt's

DOLLARS

DEPOSITED WITH THIS COMPANY AS SECURITY IN ACCORDANCE WITH A WRITTEN APPLICATION AND CONTRACT NO. 1266

DATED 10-24 19 38 FOR ITS SERVICES. THE SAID SUM IS REPAYABLE TO THE DEPOSITOR ON DEMAND AFTER THE EXPIRATION OF SAID CONTRACT, AND THE DELIVERY TO THIS COMPANY, IN GOOD ORDER, OF ITS PROPERTY LOANED TO THE DEPOSITOR, LESS ANY INDEBTEDNESS TO THIS COMPANY OR DAMAGE TO THE PROPERTY LOANED THE DEPOSITOR. INTEREST AT THE RATE OF SIX (6) PER CENT PER ANNUM WILL BE ALLOWED THE DEPOSITOR FOR THE TIME DEPOSIT IS IN THE COMPANY'S HANDS.

THIS RECEIPT NOT TRANSFERABLE
PRESERVE CAREFULLY

WEST TEXAS GAS COMPANY

BY

R L Royalty

NOTICE

This receipt should be carefully preserved
as it must be returned when deposit is re-
funded.

-----19-----

RECEIVED OF West Texas Gas Company,

\$-----

In full for within security deposit, including
interest to date.

Signed-----

Amount of Deposit - - \$-----

Interest - - - - - \$-----

Total - - - \$-----

WEST TEXAS GAS COMPANY**APPLICATION AND CONTRACT FOR LOW PRESSURE NATURAL GAS SERVICE**

Sumner, Texas, 10-24-8

The undersigned (herein and in the terms and conditions printed on the back hereof, called the "Consumer") hereby applies to WEST TEXAS GAS COMPANY (herein and in the said terms and conditions called the "Company") for natural gas service to be furnished and used for _____ lighting, heating or cooking purposes at No. _____ Street _____, occupied by the Consumer as a *office*

In consideration of the delivery of natural gas to me as aforesaid, I hereby agree:

First: To take and use the gas subject to the present rules and regulations of the Company, including the terms and conditions printed on the back hereof (which are made a part hereof as fully as though printed at length hereon) and such other reasonable rules and regulations as the Company may hereafter adopt.

Second: To pay without notice, monthly, at the local office of the Company during its regular office hours, within ten (10) days from the date statement is mailed to consumer, for the gas so delivered to the premises above named at such rate per thousand cubic feet as is authorized by law, the gas so consumed to be measured by meter to be furnished and set by the Company and to pay for all gas delivered to the above named premises until I shall have given the Company written notice of my intention to discontinue the use of the gas or to terminate this contract.

Third: To deposit with the Company the sum of \$ 10.00 to secure the payment for all gas hereafter consumed, said deposit to be held by the Company until this contract is terminated and all gas consumed to be paid for, as well as any damage to property loaned depositor. The Company agrees to pay Six Per Cent (6%) interest per annum on said sum for the time deposit is in the Company's hands.

Fourth: In the event the undersigned removes from the premises above described to some other location in the town and desires to continue the use of gas at such new location, it is agreed that this contract shall in such event be applicable to and bind the consumer at such new location.

Notice of the odorization of gas—In compliance with State Law, gas supplied by the company under this contract is odorized with a malodorant for the purpose of making present in such gas a distinct odor. In the event unusual odor is at any time detected in and about Consumer's premises, the Consumer agrees that he shall immediately communicate with the Company in order that Consumer's gas service may be discontinued until proper repairs have been made. Consumer agrees that he will also immediately call a plumber and have him determine the origin of any leak, and to repair such leaks that might exist in Consumer's service line or appliances on Consumer's premises. The responsibility for the repairing of such leaks is that of the Consumer, and not of the Company.

Witness

Daughter Fama
Consumer
WEST TEXAS GAS COMPANY

By

Agent

At its option the Company may demand that the payment for gas sold under this contract be guaranteed by a person satisfactory to it and the said person execute the following form.

I, the undersigned, for value received, do now and hereby guarantee the payment at maturity of all bills for gas delivered under the foregoing application, and all bills for pipes, fittings and making connections, and also the fulfillment by the said consumer of all his agreements under the foregoing application and the terms and conditions printed hereon.

Witness

Guarantor

CONTRACT

Low Pressure Natural Gas Service

No. _____

BETWEEN

**WEST TEXAS GAS
COMPANY**
AND

Dated _____

Gas Turned on _____

Gas Turned off _____

TERMS AND CONDITIONS OF THIS CONTRACT

1. The company shall not be held liable for damages for the failure of gas, whether such failure results from natural causes, failure of supply, the bursting of pipes, or from other causes beyond the control of the company, nor shall the company be liable in damages to persons or property arising, occurring or resulting from the use of gas on said premises, except it be on account of the negligence of said company, it being specifically agreed and understood that the company distributes, furnishes and delivers and the applicant takes and accepts the gas at the service cock at the curb or at the property line in the alley.

2. The company shall make the necessary connections between its gas main and the service cock. The consumer shall make necessary connections between the service cock and the place of consumption and furnish all pipe, fittings and connections (except meter) for the purpose of utilizing gas safely from the service cock. All expense, risk and liability in utilizing and using the gas after it leaves the service cock is to be assumed and borne exclusively by the consumer. The consumer, at his own cost and expense shall keep all service pipes and fixtures from the service cock to the point of consumption in good repair and capable of conducting natural gas safely.

3. The company or accredited representatives shall at all reasonable hours have the right to enter upon the premises and property of the consumer to inspect the service and read the meter on such premises; and the company shall have the right to disconnect the service pipes thereon and shut off the gas therefrom for any of the following reasons: (A) for repairs, (B) shortage or failure of gas, (C) removal of the applicant from the premises, (D) termination in any manner of this contract, (E) discontinuance by the consumer of the use of gas on the premises, (F) non-payment when due of any gas bill or bill for any pipe, fittings or merchandise, (G) for violation of any of the terms of this contract, or any of these rules and regulations. Whenever the gas shall be turned off for any default of the consumer and such default be remedied, the company may refuse to again turn on its gas until paid the sum of \$1.50 for domestic use or \$2.50 for industrial use, to reimburse the expense of so turning off and turning on again. Whenever the company shall permanently discontinue the delivery of gas hereunder, it shall have the right at any reasonable time or times to enter upon the said premises and remove therefrom its meter and all its property thereon.

4. When it appears advisable, gas will not be turned on until the pipes and plumbing are tested and proven tight, safe and free from leaks, which proof shall be evidenced by the delivery to the Company of a plumber's certificate, issued in good faith, by a licensed plumber residing in the city wherein the consumer resides certifying that such pipes and plumbing have been tested and found to be tight, safe and free from leaks, and ready for use. Nor will gas be turned on when it is known to the company that the consumer's service pipe from the company's service cock is in a leaking or inefficient condition. The company reserves the right to test for leakage, at any reasonable hour, the consumer's service pipe line. In the event that said service line is found to be in a leaking condition the company reserves the right to discontinue the gas service until such time as it has been properly and efficiently repaired or renewed by the consumer.

5. The consumer shall use due care to prevent any waste of gas, and in case of failure, deficiency or leakage of gas shall immediately notify the company by messenger or telephone, and in case of leak, shall immediately extinguish all fires and lights, and if in a building, throw open the doors and windows thereof, so that the gas may escape into the open air. In no event shall the consumer attempt to locate a leak by the use of fire.

6. The gas hereunder shall be measured through a meter furnished and set by the company at a point on the said premises to be selected by the company, sufficient space for such meter to be furnished free by the consumer. The quantity of gas delivered

hereunder shall be ascertained by the measurement of such meter and the quantity recorded thereby shall be conclusive upon both the company and the consumer, excepting when such meter is found defective or ceases to register, in which case, until it is repaired or replaced, the quantity of gas delivered shall be ascertained by the average of another meter, or by the amount delivered for the same service during a previous corresponding period. In case of dissatisfaction by the consumer with the accuracy of the meter, the company will upon application, have the same removed and tested, the consumer paying in advance the sum of three dollars to cover the expense of removing, testing and replacing the meter which amount, however, will be returned to the consumer if the meter be found more than three per cent fast. The consumer shall not at any time tamper, meddle or interfere with the said meter, or any of the property of the company on the said premises, nor permit anyone else to do so.

7. Consumers who intend to remove from the premises, discontinue the use of gas, or in any way terminate their liability hereunder, shall give the company five days written notice of such intention and either the consumer or the company may terminate this contract by first giving to the other party five days' written notice of such intention. This contract is not transferable, and the new occupants of the premises must make application in person at the office of the company before they commence the use of gas.

8. The gas supplied under this contract is for the use of the applicant, and is not to be piped off the premises and not to be sold or delivered by the applicant to any other person.

9. This contract shall at the option of the company, cease and determine, and the claims for gas previously delivered immediately become due and payable and service may be discontinued by the company without further notice in case a landlord's warrant or any writ of execution is issued against the consumer or levied upon the said premises, or any property thereon, or in case assignment or any act of bankruptcy is made or committed by the consumer.

10. The company further reserves the right to require a reasonable guarantor for the gas furnished under this contract and also a cash deposit (or an increase therein) upon which interest at the rate of six (6) per cent per annum will be allowed the depositors for the time deposit is in the company's hands. As security for the bills for gas delivered hereunder and the pipe, fittings, connections or services which may be furnished and made by the company and for the safe keeping of the company's meter. The consumer agrees that upon default by him or her in the payment at maturity of any bill or bills hereunder, or the safe keeping of said meter, the company may apply so much of such deposit together with the accumulated interest thereon as may be necessary to the payment and liquidation of such bills, and the discharge of any damage sustained by the company by the consumer's failure to safely keep said meter, and return the balance, if any to the depositor upon the surrender of the receipt given for such deposit. If, however, such deposit and interest thereon shall be insufficient to pay such bill so due the company in full, then the applicant shall upon demand, pay the company the amount of such deficiency.

11. A minimum charge of \$1.25 per month for gas for domestic and heating service, and \$25.00 per month for industrial gas service will be made.

12. No agent, representative or employee of the company has authority to make any promise, agreement or representation not incorporated herein, and any such promise, agreement or representation not so incorporated shall not bind the company, the agent, representative or employee making the same, being for such purpose the agent of the consumer.

WEST TEXAS GAS COMPANY