

October 21st, 1935.

Motion by Commissioner Gray, seconded by Commissioner Hopkins, that the following Commercial Gas Contract be approved. Chairman ordered the contract read:

COMMERCIAL GAS CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this 21st day of October, 1935, be and between OKLAHOMA NATURAL GAS COMPANY, herein called "Seller" and BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLA., herein called "Customer".

W I T N E S S E T H:

Seller is engaged in the transportation, distribution and sale of natural gas for fuel purposes to customers in the State of Oklahoma.

Customer is the owner of the Tulsa County Court House and Tulsa County farm buildings located on the following described property, to-wit:

Tulsa County Court House is located at the corner of Sixth Street and Boulder Avenue in the City of Tulsa, Oklahoma.

Tulsa County Farm, together with all buildings connected therewith, is located Southeast of the City of Tulsa on East 51st Street.

and is desirous of contracting to purchase gas, for commercial uses, from Seller, upon the terms herein specifically set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

(1) From the date hereof Seller agrees to sell and deliver to Customer, and Customer agrees to purchase and receive from Seller, natural gas for all heating and fuel purposes which shall be required in operating Customer's building above described. Customer agrees to purchase all fuel requirements for said premises and improvements described from Seller, pursuant to the terms hereof, in accordance with Seller's rules, regulations and requirements, in accordance with applicable regulations of the Corporation Commission of Oklahoma, and as provided by the statutes of Oklahoma Relative to the furnishing of gas by Seller. This contract shall cease and determine with the regular billing by Seller to Customer for the month of June, 1936.

(2) Customer agrees to pay Seller, on a monthly basis, for all gas furnished by Seller at the following rates:

First	100 M.C.F. per customer per month	\$0.45 per M/ C.F.
Next	400 M.C.F. per customer per month	0.18 per M.C.F.
All over	500 M.C.F. per customer per month	0.15 per M.C.F.

Bills computed on the above rate shall be due within ten (10) days from the date of the bill and if not paid within ten (10) days, an additional charge of 2¢ (two) per M.C.F. will be made and paid by the Customer for non-payment within the time limit. If during the term herein, rates are lowered to any commercial customers who have signed this form of contract with Seller, Customer herein shall have the benefit of such revised contractual rate. There shall be a separate meter setting for the Tulsa County Court House, and a separate meter setting for the Tulsa County Farm, and the gas served under this contract by Seller to Customer through each of said meters shall be billed separately, at the above rates.

(3) If Customer shall sett or dispose of the premises hereinabove described, this contract shall cease and determine.

(4) Seller agrees to install necessary gas lines, meter and other equipment required for the delivery and sale of gas to Customer, at Customer's premises, and agrees to make the necessary connection to the properties of Customer for the use of such gas sold. Customer agrees to provide suitable space for Seller's meters and agrees to protect them from damage or injury and to permit no person, other than an agent of Seller, to tamper with, inspect or remove same. Seller's agents shall have the right to enter Customer's premises at all reasonable hours for the purpose of inspecting, repairing or removing its meters or any other property, and Seller shall have the right, at the termination of this contract or the discontinuance of service herein provided for, to enter Customer's premises and remove its property. Seller shall not be liable, in any event, for any defect or failure in any material or work supplied the Customer, nor for damages resulting from the use of gas by Customer or from apparatus incident to such use of gas, br by reason of the presence of Seller's property on Customer's premises.

(5) Seller shall have the right, at any and all times, without notice of any sort, to discontinue immediately, in whole or in part, the supply of gas to Customer herein provided for if, in the opinion of Seller, a continuation of supply under this contract will adversely affect, threaten or jeopardize the supply of gas to Seller's domestic consumers.

(6) It is expressly acknowledged by Customer that the supply and distribution of natural gas may be interrupted or may fail by reason of strikes, breaks in Seller's lines, accidents, failure of gas supply, Acts of God, or for other reasons beyond Seller's control. If the supply of gas to Customer is interrupted or discontinued on account of any of said reasons or causes, it is agreed that Seller shall not be liable to Customer in damages or otherwise for such interruption or discontinuance of service. Seller agrees, however, to exercise reasonable diligence in eliminating or correcting the cause for such failure of service.