

17. FORCE MAJEURE

- a. Neither the Company nor the customer shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kinds herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.
- b. Such causes or contingencies affecting the performance hereunder by either the Company or the customer, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments of amounts then due in respect to gas theretofore delivered.

18. DISHONORED PAYMENTS

For any payment received by the Company from a customer and subsequently returned by the bank, the Company shall charge the customer a fee as specified in Appendix A under this provision.

19. SERVICE INITIATION CHARGE

Whenever service is initiated at a location where the gas service has been turned off, a fee shall be charged as specified in Appendix A under this provision and shall be due and payable along with the customer's initial bill for usage at such location. Whenever service is initiated at a location where service has not been turned off, a fee as specified in Appendix A under this provision shall be charged and shall be due and payable along with the customer's initial bill for usage at such location, except that no such fee shall be charged to builders or rental property managers requesting service on a temporary basis where there has been no interruption in gas service.