

TOOELE COUNTY CORPORATON
CONTRACT # 11-10-22

**QUESTAR GAS COMPANY
FS SERVICE AGREEMENT**

Customer Name: Tooele County
Account Number: 4241840000

SA_ID(s) and Service Address(es): SA 4241840977 2930 W Hwy 112, Tooele, UT, 84074
Mailing Address: 47 S Main St, Tooele, UT, 84074

Service Initiation Date: Next Billing Cycle

This FS Service Agreement (FS Agreement) is entered into this 1 day of September, 2011, by and between Questar Gas Company, a Utah corporation ("Company") and Tooele County, a UT [State] Corp [corporation, LLC, etc.] ("Customer"). Company and Customer may be referred to herein individually as "Party" and collectively as "Parties." The Parties agree as follows:

1. Company shall provide FS Service in accordance with terms, conditions and provisions in the Company's Utah Tariff filed with the Public Service Commission of Utah ("Commission") and as it may be amended from time to time ("Tariff").
2. The maximum winter daily contract limit is 75 Dth. Company shall not be obligated to supply more than this amount to Customer each day.
3. Service shall continue from the above service initiation date until September 1, 2012. Thereafter, either Party may terminate this FS Agreement by providing ninety (90) days advance written notice of termination.
4. This FS Agreement shall be governed by and construed in accordance with Utah law, the Tariff and any applicable rules and regulations of the Commission and, to the extent that the Tariff or any applicable rules or regulations of the Commission conflict with or are inconsistent with this FS Agreement, now or in the future, the Tariff, Commission rules and regulations shall control. If any term of this FS Agreement is held to be illegal or in conflict with Utah law, the Tariff, or any applicable Commission rule or regulation, the validity of the remaining portion of the Agreement shall not be affected, and the rights and obligations of the Parties shall be construed as if the Agreement did not contain the particular term held to be invalid. Any legal action concerning this FS Agreement shall be filed in Salt Lake County, Utah and the Parties consent to personal jurisdiction and venue in Salt Lake County.
5. In the event it becomes necessary for either party to enforce its rights under this FS Agreement, with or without litigation, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees and costs, arising out of the enforcement of its rights.
6. Customer may not assign this FS Agreement without the written consent of Company.
7. All communications, consents and other notices shall be in writing and shall be hand delivered, sent by facsimile, or mailed, postage prepaid, as follows:

(a) If to Customer:

Misty Williams
47 S Main ST
Tooele, UT, 84074
435-843-4002

(b) If to Company:

Questar Gas Company
Attention: Account & Community Relations
P.O. Box 45360
Salt Lake City, Utah 84145-0360
Facsimile: (801) 324-5485

Or such other address as the Parties may designate from time to time, in writing. Any notice or mailing so given shall be effective when received, but in any event no later than three (3) days following the date of mailing.

8. This FS Agreement contains the entire agreement between the Parties concerning the provision of natural gas service to the SAID(s) identified above and it supersedes any prior agreement, verbal or written, regarding the same.

9. Each person signing this FS Agreement warrants that the person has full legal capacity, power, and authority to execute this FS Agreement for and on behalf of the respective party and to bind such party.

TOOELE COUNTY	QUESTAR GAS COMPANY
 Signature	 Signature
COLLEEN JOHNSON Name	Susan S. Davis Director, Account & Community Relations
Commissioner Title	Date: Sept 30, 2011
Date: 9/6/11	Sales Representative: <u>Mary Jane Allen</u>