



UGI Utilities, Inc. New Business Activation Program Participant Acknowledgment

This Acknowledgment, made this _____ day of _____, _____ between UGI Utilities, Inc., having a principal address at 1 UGI Drive Denver, PA 17517 ("UGI"), and _____, having a principal address at _____, PA _____ (the "Participant"). UGI and Participant, intending to be legally bound hereby, agree as follows.

A. General Safety

1. This Acknowledgment sets forth the procedures and standards that the Participant is required to adhere to prior to initiating gas service at a customer's premise where gas service has not been previously furnished ("premise"). The required procedures and standards set forth below apply at a premise where UGI has installed a meter and a customer-owned convenience valve that is locked and in a closed position at the outlet side of the meter. For the purposes of this Acknowledgment, all facilities located upstream of the customer-owned convenience valve are owned by UGI.
2. The Participant agrees to perform all safety inspections and procedures as required by the International Fuel Gas Code ("Code") and applicable law, including, but not limited to, local municipal codes.
3. The Participant acknowledges that it has the most recent version of the Code available to it and that the Participant is familiar with and understands the portions of the Code and other requirements of applicable law, including, but not limited to, local municipal codes, that apply to the initiation of gas service.
4. The Participant shall not permit any employee or subcontractor to access or utilize the customer-owned convenience valve lock key for the purpose of initiating gas service unless the employee or subcontractor has received periodic safety education from UGI, on a cadence specified by UGI.
5. When the remaining section(s) of the customer's fuel line is completed and connected to the customer-owned convenience valve and the Participant determines that the customer's fuel line is ready to accept natural gas, the Participant may unlock the customer-owned convenience valve to initiate the flow of natural gas into the customer's fuel line.
6. The Participant shall not modify or alter any UGI-owned gas facility located upstream of the customer-owned convenience valve for any purpose.

B. Relationship of Parties

1. The Participant is an independent contractor working on behalf of UGI's gas customer.
2. Neither the Participant nor any employee or subcontractor of the Participant is an employee or subcontractor of UGI.

C. Workmanship and Safety Inspection

1. The Participant shall perform all work in a professional, workmanlike manner in strict conformity to the Code and applicable law, including, but not limited to, local municipal codes. Participant will undertake such inspections and supervision as are reasonably necessary to ensure that its employees or subcontractors have complied with this paragraph of this Acknowledgment.

D. Termination

1. UGI and the Participant shall have the absolute right to terminate this New Business Activation Program Acknowledgment effective immediately upon providing written notice to the other.

E. Insurance Requirements

1. The Participant will maintain Workers' Compensation/Employer's Liability: Statutory Limits and \$1,000,000 employers liability limits covering all employees who travel to premise of UGI's customers.
2. The Participant will maintain General Commercial Liability covering all claims related to installation of natural gas piping and equipment in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. The Participant will maintain Automobile Liability covering all claims for bodily injury, including sickness, disease and/or mental anguish in limits of \$1,000,000 per person and \$1,000,000 per occurrence, and property damage in the limit of \$1,000,000 per accident, covering the operation of owned, leased, hired and non-owned automotive equipment.
4. The Participant shall add UGI as an additional insured on the General Commercial Liability policy and furnish a certificate of insurance to evidence coverage for this Section E prior to unlocking the customer-owned convenience valve, as well as periodically upon request by UGI.
5. In the event that the Participant's insurance is provided by one or more claims made policies, Participant shall maintain such coverage for five (5) years after the termination of this Acknowledgment.

Evidence of the above insurance policies shall be provided to UGI, on a continuous basis and on a standard ACORD form 25, or the equivalent, providing not less than 30-days' notice of cancellation or material alteration.

Participant agrees to name UGI as an Additional Insured on all policies with the exception of Workers' Compensation and any Professional Liability/Errors and Omissions policies.

Participant agrees that all policies will grant UGI a Waiver of Subrogation and that all applicable policies maintain a broad form Waiver of Subrogation Endorsement.

Participant's policies shall be Primary and Non-Contributory, and not in excess of any other insurance of Certificate Holder.

The limits of liability shown for each type of insurance coverage to be provided shall not be deemed to constitute a limitation of Participant's liability for claims hereunder nor are they intended to suggest that these limits are appropriate or adequate for the risks faced by the Participant. These limits are also not intended to be appropriate for all of the risks, both insurable and uninsurable, that are faced by the Participant. The Limitation of Liability provision of this Acknowledgment shall not limit the extent of recovery under any insurance provisions within this Acknowledgment or any other available insurance of Participant.

F. Indemnification and Waiver of Claims

1. The Participant agrees that it will indemnify and hold harmless UGI and its respective parent and affiliates, and their successors, assignees, agents, directors, officers, representatives and employees (collectively "UGI Indemnified Parties") from and against any and all liability, damages, losses, costs, fines and penalties or expenses arising from or connected with the natural gas piping or equipment on the outlet side of UGI's meter or from the pressure tests or safety inspections of such gas piping or equipment or from the initiation of gas supplies into the customer's premise. The Participant will defend promptly and diligently, at its expense, any claim, action or proceeding brought against the UGI Indemnified Parties with respect to any matter arising from or connected with natural gas piping or equipment on the outlet side of UGI's meter or from the pressure tests or safety inspection of such gas piping or equipment or from the initiation of gas supplies into the customer's premise and hold harmless and fully indemnify the UGI Indemnified Parties from any judgment, award, interest, loss, or settlement on account thereof.
2. The Participant hereby waives any and all claims against the UGI Indemnified Parties with regard to the initiation of gas supplies into the customer's premise.
3. The provisions in this Section F of the Acknowledgment shall survive the termination of this Acknowledgment by either Participant or UGI. In witness whereof, the parties hereto have caused this Acknowledgment to be executed as of the day and year first written above.

Signature:

(Officer of Participant)

Name:

Title: