

**AMENDMENT TO CUSTOMER'S AGREEMENT  
IRVINGTON GAS COMPANY, INC.**

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, executed a certain Customer's Agreement with IRVINGTON GAS COMPANY, INC., hereinafter referred to as the 'DISTRIBUTOR'; and \_\_\_\_\_

WHEREAS, the Customer is desirous of causing the Distributor to permit the Installation of an underground or buried gas storage tank, and is desirous of causing the aforementioned Customer's Agreement to be amended to permit such installation.

NOW THEREFORE, for and in consideration of the mutual covenants and promises here in contained, and other good and valuable considerations, the Customer's Agreement between the parties hereto dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, is hereby amended by the addition of the following paragraph:

**UNDERGROUND INSTALLATION OF TANK:** The Customer is authorized to cause underground placement or location of the gas storage tank furnished by the Distributor pursuant to this Agreement upon the following terms and conditions:

1. All costs and expenses associated with the underground installation of the gas storage tank shall be borne and paid by the Customer.
2. The tank shall be so installed as to permit free and easy access by the Distributor to the valves and connections located upon the top of the gas storage tank, and installation shall be subject to the approval of the Distributor.
3. The Distributor assumes no liability or responsibility whatsoever for the underground installation undertaken by the Customer, and makes no warranties, express or implied, with respect to such installation.
4. In the event of the termination of this Agreement, by default or otherwise, the Customer shall be obligated, at no cost or expense to the Distributor, to remove the tank from its underground location and to place same at a point which is easily accessible by Distributor's vehicles.
5. The Customer shall indemnify the Distributor for any damages to its tank or equipment resulting from the underground installation thereof or its removal.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**CUSTOMER'S SIGNATURE**

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**IRVINGTON GAS COMPANY, INC.**