



Notification No. _____
Order No. _____

BUILDING MOVE AGREEMENT PART I

Date of Estimate: _____
(Month/Day/Year)

Company:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

(Address)

(City, State and Zip Code)

Customer:

(Name)

(Address)

(City, State and Zip Code)

Attention: Electric Team Leader

Attention: _____

Beginning Move Address: _____

Final Move Destination: _____

(Township)

(County)

Cost Estimate: _____

The Cost Estimate is good for sixty (60) days from the date set forth above. PART II, BUILDING MOVE AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

Title: Electric Team Leader

Title: _____

**BUILDING MOVE AGREEMENT
TERMS AND CONDITIONS
PART II**

1. According to Consumers' tariff No. C1.6A filed with the Michigan Public Service Commission, when relocation or modification of Consumers' facilities is requested or made necessary by a customer all costs for the relocation or modification can be charged to the requesting party. In this situation, Consumers owns certain electric facilities which will need to be relocated and/or modified in order for Customer's building to be moved and Customer desires to have Consumers move/relocate its facilities in order to allow for the relocation of its building. In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers agrees to relocate and/or modify its electric facilities so that Customer's building can be moved. The facilities to be relocated, the Cost Estimate for such relocation/modification and the route and timing for said relocation/modification are shown on Part I of this Agreement and on the Cover Letter enclosed with this Agreement.
2. Customer shall pay the entire amount of the Cost Estimate upon execution of this Agreement. After all work is completed and the actual cost for the work is calculated, Consumers will either refund any overpayment to Customer or invoice Customer for any additional amounts owed. Customer shall pay any invoiced amount within thirty days after receipt thereof.
3. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, **EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.**

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

- (a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.
 - (b) The Customer shall notify Consumers in writing of any breach of warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.
4. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claims, losses, liability and damage (including environmental harm) and including reasonable attorneys' fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.
 5. The total liability of Consumers, its agents, employees, vendors and contractors with respect to any and all claims arising out of this contract including the performance of obligations in connection with the work hereunder, whether based on contract, warranty, tort (including negligence), strict liability or

otherwise, shall not exceed in aggregate One Thousand Dollars (\$1,000.00) and shall in no event include incidental or consequential damages of any nature including, but not limited to, loss of revenue or its use; loss by reason of plant or equipment shutdown or inability to operate at rated capacity; increased expense of operation of plant or equipment; increased costs of purchasing or providing equipment, materials, supplies or services outside Consumers' scope of supply; costs of replacement power or capital; claims of the Customer's customers; or inventory or use charges.

This Limitation of Liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; act of God; fire; flood; storm; earthquake; or other natural calamities; war; insurrections; riot; embargoes; curtailment; order, regulations or restrictions imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.
7. Any amounts to be paid pursuant to this Agreement include Michigan sales tax but are exclusive of all other federal, state, county, municipal, or local property, license, excise, sales, use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.
8. Any assignment of this Agreement or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.
9. In the performance of the work hereunder, Consumers shall be an independent contractor with the sole authority to control and direct the performance of the details of the services, the Customer being interested only in the results obtained.
10. The terms of this Agreement shall not be changed, superseded or supplemented, except in writing signed by an authorized officer of Consumers and by a duly authorized representative of Customer.
11. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by the Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.