



CONTRACT FOR ELECTRIC SERVICE
SPECIAL MINIMUM CHARGES

PART I

Effective Date of Agreement: (mm/dd/yy)

Company:

Customer:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

(Legal Name)

- Corporation, Sole Proprietorship, General Partnership, Limited Partnership, Limited Liability Company, Education*, Other (Specify), Government**

ONE ENERGY PLAZA
JACKSON MI 49201-2357

(Street & Number)

(City, State & Zip Code)

Customer Facility:

Service Location:

Service Characteristics: Phase; 60 Hertz; Volts

Annual Minimum Charge: \$ General Service Rate: Provisions:

Transformer(s) kVA Capacity:

Party responsible for installation and maintenance of the transformer(s):

- Customer, Company

Initial Term: year(s) beginning with the Effective Date of Agreement stated above and month to month thereafter.

PART II, TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY COMPANY

(Customer)

By: (Signature)

By: (Signature)

(Print or Type Name)

(Print or Type Name)

Title:

Title:

Date:

Date:

*Education customers may also require resolution Form 1509.
**Government customers may also require resolution Form 1502.

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TERMS AND CONDITIONS

PART II

1. The Company agrees to supply, and the Customer agrees to purchase hereunder, all of the electric energy for the operation of the Customer's Facility described in Part I.
2. The electric energy to be supplied hereunder shall be alternating current and shall have the characteristics identified in Part I. Delivery shall be made at one mutually agreeable point as hereinafter provided. Energy shall be metered by meters furnished, installed and maintained by the Company. The Company shall make periodic tests of its meters and keep them within accepted standards of accuracy.
3. The Customer shall pay for such energy in accordance with the Company's General Service Rate identified in Part I, a copy of which is attached hereto and made a part hereof, and in accordance with such amendments thereto as may be filed with and approved by the Michigan Public Service Commission during the term of this Agreement. By reason of the character of the proposed use of service, it is also subject to the provisions of Rule C15, Special Minimum Charges, of the Company's Electric Rate Book herein referred to; a copy of which is attached hereto and made a part hereof.
4. It is further agreed that:
 - (a) Such service is for the sole use of the Customer, for the purpose aforesaid, and shall not be transmitted elsewhere, or shared or resold, or used as auxiliary or standby as to any other source of power supply, except as may be herein provided.
 - (b) Such service shall be governed by the Company's Electric Rate Book and such future revisions and amendments thereof, supplements thereto, or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission during the term of this Agreement. A copy thereof will be furnished to the Customer upon request.
 - (c) In accordance with said Electric Rate Book, an annual minimum charge as identified in Part I, based upon the transformer(s)' capacity as identified in Part I and to be installed and maintained by either Customer or Company as specified in Part I, shall apply to this service, and the difference, if any, between such amount and the aggregate net bills, excluding the service charges included in the Rate, rendered during any contract year, shall be payable at the end of such contract year.
 - (d) Unless otherwise provided herein, the terminus of the Company's electric line for such service shall constitute the point of delivery of energy hereunder. The Company's responsibility as to such energy shall cease at such point of delivery, but it shall maintain its equipment, if any, located beyond the point of delivery. In case any extension of its system shall be required hereunder, the Company will erect the same in accordance with its Standard Extension Policy.
 - (e) Except as to the minimum charges payable by the Customer, prescribed in said rate and in Paragraph 4(c) above, neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in said Electric Rate Book.
 - (f) This Agreement will become effective on the date identified in Part I and will extend for an initial term as stated in Part I and from month to month thereafter until terminated by mutual consent, or by either party giving the other at least sixty (60) days written notice of its desire to terminate the same at the expiration of any monthly period.
 - (g) This Agreement inures to and binds the heirs, administrators, successors and assigns of the respective parties hereto. There are no understandings or agreements between them in relation to electric distribution service at the facility service location stated in Part I except as contained herein. This Agreement shall not be transferred by the Customer or otherwise alienated without the Company's written consent; any such attempted transfer without the Company's written consent shall be void.

- (h) The Customer shall furnish, without cost to the Company, a suitable site on its premises at each plant location listed in Part I for the Company's transmission lines, substations, and/or distribution facilities as may be required to provide such service to said premises. If, during the term hereof, the Customer's use of said premises makes necessary the relocation of said facilities, from the site presently furnished, to another site on said premises, the Company shall relocate the same at the Customer's request, and the Customer shall reimburse the Company for the cost thereby incurred. The Company, its agents, employees, and authorized contractors shall have full right and authority of ingress and egress at all times on and across said premises of the Customer, for the purpose of constructing, operating, maintaining, replacing, repairing, moving and removing its said facilities. Said right of ingress and egress, however, shall not unreasonably interfere with the use of the Customer's said premises.
- (i) This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

5. Additional Terms: