



**CONTRACT FOR ELECTRIC SERVICE
FOR USE WITH ALLOWANCE FOR CONTRIBUTION
IN AID OF CONSTRUCTION**

PART I

Effective Date of Agreement: _____
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

ONE ENERGY PLAZA
JACKSON MI 49201-2357

Customer: _____
(Legal Name)

_____ (Street Number)

_____ (City, State & Zip Code)

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Education* |
| <input type="checkbox"/> Other (Specify) _____ | <input type="checkbox"/> Government** |

| | SERVICE CHARACTERISTICS |
|---|---|
| Service Location Name | Phase (60 Hertz) |
| Service Address | Voltage Level (CVL 1,2,3) Volts |
| Service Address City | Capacity Reserved (kW) |
| Service Address Township | Substation Ownership Credit <input type="checkbox"/> Y <input type="checkbox"/> N |
| Service Address County | Self-Generation Provision (SG) <input type="checkbox"/> Y <input type="checkbox"/> N |
| Customer Account Number | Minimum Monthly kWh: _____ Minimum Monthly On-Peak Demand kW: _____ |
| Initial Term: _____ years(s) beginning with the Effective Date of Agreement stated above (includes ramp-up period). | Minimum Monthly Demand kW: _____ General Service Rate/Code: _____ |
| See attached sheet for determination of Base Load (if applicable) | Final Month of Minimum Billing |
| | Effective Date for Monthly Minimum Billing to Begin |

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)

_____ (Print or Type Name)

Title: _____

Date: _____

By: _____
(Signature)

_____ (Print or Type Name)

Title: _____

Date: _____

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

**CONTRACT FOR ELECTRIC SERVICE
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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, but not in excess of the capacity reserved amount identified in Part I. The Company will, at the written request of the Customer, made at least thirty (30) days in advance, permit an increase in such reserved capacity if the Company has power available. A location for the metering equipment, suitable to the Company, shall be provided by the Customer and adequate protection afforded to avoid damage thereto, tampering or interference with such metering equipment.
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 upon the Customer's premises. It shall be metered by meters furnished, installed and maintained by the Company. A location for the metering equipment, suitable to the Company, shall be provided by the Customer and adequate protection afforded to avoid damage thereto, tampering or interference with such metering equipment. 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 Company's General Service Rate and applicable provisions 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.
4. **For Customers on the Energy Intensive Primary (EIP) Rate:** With Customer approval, the Company may equip Customer facility with the System, which includes site devices owned by the Company that can enable direct load management, power metering, data collection, near real-time data communication, and internet-based monitoring. There shall be no cost to the Customer associated with the System equipment or installation of the System equipment. The Company reserves the right to remove the System equipment if Customer elects to switch from the EIP rate to another primary rate.
5. If the Customer was provided an allowance for construction of facilities under the Contribution in Aid of Construction Allowance Schedule as provided for in the Company's Electric Rate Book, the Customer shall be required to make payment prior to construction as specified in a written facility agreement for the difference between the Allowance and the estimated cost of construction. The Customer shall be subject to Minimum Monthly Billing levels as specified in Part I and will continue for the balance of the Initial Term identified in Part I. The Monthly Minimum Billing will be effective beginning with the first day of the next full billing month following the date indicated on the 'Effective Date for Monthly Minimum Billing to Begin' as specified in Part I.
6. 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 Rate Book and such future revisions and amendments hereof, supplements thereto, or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission during the term of

this Agreement. Unless otherwise specified, rate change becomes effective with the beginning of the Customer's next full month's billing cycle. A copy thereof will be furnished to the Customer upon request.

- (c) Except as to the capacity and minimum charges payable by the Customer, prescribed in said rate, 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 Rate Book.
- (d) 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. If the Company does not receive notice prior to that time and has not issued a notice of termination on its own initiative, Customer's participating in the Energy Intensive Primary Rate shall be renewed for a minimum of the following 12-month period from the anniversary date of the Effective Date of Agreement in Part I. Notice of termination of the use of the Energy Intensive Primary Rate by the Customer to the Company or vice versa shall be mailed using the United States Post Office first-class mail. Notice to the Company for termination of the Agreement should be sent to Consumers Energy Company, Attention: Business Center Operations, 4000 Clay Avenue SW, Grand Rapids, MI 49548-3017.
- (e) 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 supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof and constitutes the entire agreement of the parties. 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.
- (f) 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.
- (g) 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.

- (h) During the Initial Term of this Agreement, as provided in Part I, Customer may request to change its electric rates in accordance with the Company's Rate Book. The Company may, in its sole discretion, approve such a request and reserves the right to amend the terms of the Agreement, including the Minimum Monthly Billing levels and Initial Term, to satisfy the obligations of the original Agreement between the parties.

7. Additional Terms: