



Sales Order Number: \_\_\_\_\_

### AGREEMENT FOR ELECTRIC LOAD OR FACILITIES OF UNCERTAIN DURATION

#### PART I

Date of Agreement: \_\_\_\_\_

Notification Number: \_\_\_\_\_ (Sketch Attached)

Company:

CONSUMERS ENERGY COMPANY  
a Michigan Corporation

Customer:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name)

\_\_\_\_\_

\_\_\_\_\_  
(Street and Number)

\_\_\_\_\_  
(City, State and ZIP Code)

Service Location: \_\_\_\_\_  
(Street Address)

Township \_\_\_\_\_ County \_\_\_\_\_

Section \_\_\_\_\_ Town \_\_\_\_\_ Range \_\_\_\_\_

Service Characteristics: \_\_\_\_\_ Phase \_\_\_\_\_ Volt

- Overhead Line     Underground Line     Overhead and Underground Line
- General Service     Residential

Deposit Subject to Refund: \_\_\_\_\_

Nonrefundable Contribution: \_\_\_\_\_

Total Cost: \_\_\_\_\_ \$ 0.00

Estimated Amount to be Refunded if Classified as Predictable: \_\_\_\_\_

Anticipated Electric Load:     Residential     General Service

PART II, TERMS AND CONDITIONS, on Page 2 hereof is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY COMPANY

\_\_\_\_\_  
(Customer Name)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# TERMS AND CONDITIONS

## PART II

1. The Customer requests the Company to provide electric service as described in Part I. In order to provide such electric service, it will be necessary for the Company to install a line extension, service connection and other facilities herein collectively called "Facilities." The general location and type of the Facilities is shown on the Work Order sketch attached.
2. Except for the special conditions pertaining to deposit and refunds contained in this Agreement due to the questionable permanence of the Customer's use of the service, this Agreement and the construction and operation of said Facilities shall be subject to the Company's Electric Rate Book and any modifications or replacements thereof as may be applicable, copies of which will be furnished to the Customer upon request. The Customer shall, upon the execution hereof, pay the Company the total estimated cost stated in Part I. The portion, if any, designated as "nonrefundable contribution" was calculated in accordance with Rule C6.2, Underground Policy, of said Rate Schedule and will not be refunded. The Company shall construct the Facilities with all reasonable dispatch, upon receipt of said total estimated cost. If construction of the Facilities is delayed beyond six months after the date of this Agreement due to action or inaction of the Customer, the Company may terminate this Agreement by written notice to the Customer. Upon such termination, the Company will refund the Customer's payment, less any expenses incurred on account of this Agreement, without interest.
3. The Company will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area. Deposits are subject to refund for five years from the month following the completion of the facilities to serve the Customer. Any portion of the deposit remaining at the expiration of said five-year period which is not refundable in accordance with the provisions of this section shall be retained by the Company. No refund is to be made in excess of the deposit and such deposit shall bear no interest. The Company will make refunds to the Customer in accordance with subsections 3 (a), 3 (b) and 3 (c) below.
  - (a) At the end of each of the first four years, either 20% of said deposit, or 20% of the revenue (excluding Base Rate Adjustment, surcharges and sales tax) derived from the Customer for electric service at the Service Location described in Part I for said year, whichever is less.
  - (b) At the end of the final year of the five-year refund period, if the total revenue (excluding Base Rate Adjustment, surcharges and sales tax) derived from the Customer for said five-year period is:
    - (1) Equal to or greater than five (5) times the original deposit, then the Company will refund the balance of the deposit.
    - (2) Less than five (5) times the original deposit, then the Company will determine the final refund in accordance with 3 (a) above.
  - (c) Upon establishing electric load of predictable duration, the portion of the deposit which exceeds the deposit that would be required of a permanent Customer will be refunded immediately. Deposits for permanent Customers are calculated in accordance with Rule C6.1, "Overhead Extension Policy" or Rule C6.2, "Underground Policy."
4. All notices required hereunder shall be in writing and shall be sent by United States mail or delivered in person to the parties at their respective addresses as set forth in Part I. Either party may at any time change the addressee or address to which notices to it are to be mailed or delivered by giving notice of such change to the other party.
5. The title to the Facilities shall vest in the Company and the Customer shall have no interest therein by reason of any payment under this Agreement.
6. The Agreement does not include the providing of electric service. Electric service will be provided at an available rate in accordance with the Rate Schedule.

7. This Agreement shall not be assigned by the Customer except with the previous written consent of the Company and any attempted assignment without such consent shall be void.
8. 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.
9. 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.
10. Additional Items: [None](#)