



CONTRACT FOR ELECTRIC SERVICE
MULTIPLE SITES
PART I

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

Company:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:

(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 Facilities and Locations: Identified in Part III of this Agreement

Service Characteristics: Identified in Part III of this Agreement

Capacity Reserved and General Service Rate: Identified in Part III of this Agreement

Customer Energy Contact:

Title: Phone No: ()

Address:

Initial Term: year(s) beginning with the Effective Date of Agreement stated above and month to month thereafter. The minimum terms of service for each of Customer's Facilities shall be as stated in Part III.

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

CONSUMERS ENERGY COMPANY

(Customer Name)

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.

**CONTRACT FOR ELECTRIC SERVICE
MULTIPLE SITES
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 III, but not in excess of the capacity reserved amount identified in Part III. The Company will, at the written request of the Customer, made at least thirty (30) days in advance, permit an increase in such reserved capacities if the Company has power available.
2. The electric energy to be supplied hereunder shall be alternating current and shall have the characteristics identified in Part III. Delivery shall be made at one mutually agreeable point upon the Customer's premises for each Facility identified in Part III. 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(s) and applicable provisions identified in Part III, copies of which are 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. 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 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) Except as to the capacity and minimum charges payable by the Customer, prescribed in said rate(s), neither party shall be liable to the other for damages for any act, omission or circumstances 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. Notwithstanding the foregoing, this Agreement shall not be terminated until all of the minimum terms established for Customer's Facilities in Part III have expired. The minimum terms of electric service for each of Customer's Facilities shall be as stated in Part III.
 - (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 locations stated in Part III 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.
 - (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.

5. Additional Terms:

**CONTRACT FOR ELECTRIC SERVICE
MULTIPLE SITES
ATTACHMENT**

PART III

Attached to Contract for Electric Service - Multiple Sites with _____,
(Customer)
effective [\(mm/dd/yy\)](#).

Facility Name: _____

Service Location: _____
(Street Address, City/Township, Zip Code)

Customer Billing Address: _____

Service Characteristics: _____ Phase; 60 Hertz; _____ Volts Capacity Reserved: _____ kW

Voltage Level: _____ Rate: _____ Provisions: _____

Minimum Term: _____ year(s) beginning on [\(mm/dd/yy\)](#). Account Number: _____

Facility Name: _____

Service Location: _____
(Street Address, City/Township, Zip Code)

Customer Billing Address: _____

Service Characteristics: _____ Phase; 60 Hertz; _____ Volts Capacity Reserved: _____ kW

Voltage Level: _____ Rate: _____ Provisions: _____

Minimum Term: _____ year(s) beginning on [\(mm/dd/yy\)](#). Account Number: _____

Facility Name: _____

Service Location: _____
(Street Address, City/Township, Zip Code)

Customer Billing Address: _____

Service Characteristics: _____ Phase; 60 Hertz; _____ Volts Capacity Reserved: _____ kW

Voltage Level: _____ Rate: _____ Provisions: _____

Minimum Term: _____ year(s) beginning on [\(mm/dd/yy\)](#). Account Number: _____

Facility Name: _____

Service Location: _____
(Street Address, City/Township, Zip Code)

Customer Billing Address: _____

Service Characteristics: _____ Phase; 60 Hertz; _____ Volts Capacity Reserved: _____ kW

Voltage Level: _____ Rate: _____ Provisions: _____

Minimum Term: _____ year(s) beginning on [\(mm/dd/yy\)](#). Account Number: _____