



CONTRACT FOR ELECTRIC SERVICE
FOR OPERATION OF PRIVATE STREET OR ROADWAY
LIGHTING IN MOBILE HOME PARK
PART I

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

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)

Mobile Home Park Location: _____

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 photoelectric controlled luminaires to be installed on the Customer's poles for private street or roadway lighting in the Customer's mobile home park located as stated in Part I. Each of the Customer's said luminaires shall be actuated by photoelectric control equipment mounted on each luminaire, so that each luminaire will be operating during nighttime hours and will turn on when the natural general level of illumination is from one to three footcandles and will turn off when the natural general level of illumination is ten footcandles or less. The Customer shall promptly repair or replace the photocell in any of the photoelectric control equipment, which fails to actuate said luminaires as set forth above. The location of each of the Customer's said luminaires, the size and kind of lamp installed therein, and the approximate route of the Customer's underground wiring serving each luminaire, shall conform to the sketch which is attached hereto and made a part hereof as Exhibit A.
2. The electric energy to be supplied shall be alternating current, single phase, 60 cycles per second, at nominal 120 volts. Delivery of such energy to the Customer shall be made at the meter socket or trough on the line side of the Company's meters installed for the individual mobile homes located within said mobile home park, as designated on said Exhibit A hereto, provided that not more than one unmetered service connection shall be made to each meter socket or trough. The service entrance conductor to each meter socket or trough shall be #12 Awg stranded copper, which shall terminate in a weather tight switched and fused service entrance device mounted on the meter pedestal. The fuse shall be of the time lag type S and shall be rated at not more than five amperes. The connection of the unmetered service in each meter socket or trough shall be made by the Company after the Customer's entire lighting system has been inspected, for determination of the total connected load thereof, by the Company and after its approval by the local inspection authorities. The entire lighting system, including poles, luminaires, service entrances, conductors, circuits, connections and photoelectric control equipment, shall be installed, owned and maintained by the Customer.
3. Because the connected load of the Customer's lighting system will be constant during the hours of its operation and the hours of its operation will be automatically controlled by photoelectric control equipment mounted on each luminaire, it is deemed unnecessary to meter the service to be furnished hereunder. Accordingly, such service shall be unmetered and, in accordance with the provisions hereinafter set forth, the monthly billing for such service shall be based upon the Company's General Secondary Service Rate "GS", a copy of which is attached hereto and made a part hereof, and upon such amendments thereto or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission during the term of this Agreement. The sum of the capacity requirements in watts of all components of the Customer's lighting system shall be multiplied by 350 hours (being 1/12 of an average annual operation of 4,200 hours) and the aforesaid rate shall be applied to the resultant kilowatt-hours for purposes of determining the monthly billing for such service. The capacity requirements of all components of the Customer's lighting system shall be determined by the Company from the specifications furnished by the manufacturers of said components, provided that the Company shall have the right to test such capacity requirements from time to time through the use of its test meters, and in the event that said tests shall show capacity requirements different from those indicated by the manufacturers' specifications, the capacity requirements shown by said tests shall control. The Customer agrees that it will not change the capacity requirements of said components without first notifying the Company in writing of such changes and the date that they will be made.
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 by the Customer, or used for any other purpose than as herein provided.
 - (b) Such service shall be governed by the Company's Schedule of Rates Governing the Sale of Electric Service 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) Neither party shall be liable to the other under this Agreement 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 the service, phase failure or reversal, or variations in the service characteristics shall be as provided in said Schedule of Rates Governing the Sale of Electric Service.
- (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.
- (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 the 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.
- (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: