



AGREEMENT FOR UNMETERED LIGHTING SERVICE 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)

- Corporation
- General Partnership
- Limited Liability Company
- Other (Specify) _____
- Sole Proprietorship
- Limited Partnership

| |
|----------------------------------------------|
| Service Location Name _____ |
| Service Address _____ |
| Service (City, Village or Township) _____ |
| Service Address County _____ |
| Customer Account Number _____ |

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: _____

**AGREEMENT FOR UNMETERED LIGHTING SERVICE
TERMS AND CONDITIONS**

PART II

In accordance with the provisions set forth in this Agreement, the Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting, and pay for such service, in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission.

The Customer's luminaires installed at the above address (Part I) to be served under this Agreement are:

| Number of Luminaires | Luminaires Nominal Watts | Type of Luminaires | Type of Fixture | Style of Fixture | Install/Remove | Location |
|----------------------|--------------------------|--------------------|-----------------|------------------|----------------|----------|
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1. The Customer's luminaires shall be actuated by photoelectric control equipment, so that the luminaire will be operating during nighttime hours only. The unmetered lighting shall be burning at all times when the natural general level of illumination is lower than about ¾ foot-candle, and under normal conditions this is approximately on-half hour after sunset until approximately on-half hour before sunrise. 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.
2. The electric energy to be supplied shall be alternating current, single phase, 60 hertz, at nominal 120/240 volts. The Customer will provide protection sized to meet National Electric Code requirements for the load being served. The connection of the unmetered service shall be made by the Company after the Customer's entire lighting system has been inspected, for verification of the total connected load, by the Company and after its approval by the local inspection authorities. The entire lighting system, including but not limited to, 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, it is deemed unnecessary to meter the service. 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 the Customer's lighting system set forth in this Agreement were determined from the specifications furnished by the manufacturers of said components. 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 the tests shall show capacity requirements different from those indicated in this Agreement, the capacity requirements shown by the tests shall control. The Customer shall not change the capacity requirements of the 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 of lighting, and shall not be transmitted elsewhere or shared or resold by the Customer, or used for any other purpose than lighting.
 - (b) 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 the Company's Schedule of Rates Governing the Sale of Electric Service.

- (c) 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.
- (d) 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 lighting 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.
- (e) 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.
- (f) In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.

5. Additional Terms:

