



CONTRACT FOR ELECTRIC SERVICE RESALE TO TENANTS

PART I

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

Company:

Customer:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

(Legal Name)

- | | |
|--|--|
| <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** |

ONE ENERGY PLAZA
JACKSON MI 49201-2357

(Street & Number)

(City, State & Zip Code)

Customer Facility: _____

Service Location: _____

Service Characteristics: _____ Phase; 60 Hertz; _____ Volts

Capacity Reserved: _____ kW

General Service Resale Rate Applicable to Service: _____

General Service Rate Applicable to the Resale Service Provision: _____

Other Applicable Provisions: _____

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: _____

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

**CONTRACT FOR ELECTRIC SERVICE
RESALE TO TENANTS**

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.
2. The electric energy to be supplied hereunder shall have the characteristics identified in Part I. Delivery shall be made at one mutually agreeable point upon the Customer's premises. Energy sold by the Company to said Customer shall be metered by meters furnished, installed and maintained by the Company. 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 the Resale Provision of the Company's General Service Rates 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 the term of this contract.
4. It is agreed that as to all or a portion of the energy delivery hereunder, said Customer may resell the same to tenants of the Customer upon said premises, upon condition that the service to each tenant shall be separately metered, that said tenants shall be served and charged for such service at a rate identical to the Company's Residential Service Rate RS for residential use or the appropriate General Service Rate applicable in the Company's Rate Book available for similar service under like conditions, and that all of the energy used in said premises shall be purchased from the Company. The Customer may choose to offer service at a rate identical to the Company's Residential Rate RT or to offer various provisions available under the appropriate General Service Rate offered by the Company but is not required to do so.
5. Said Customer shall furnish, install and maintain, or shall cause to be furnished, installed and maintained, all electrical facilities, including poles, wires, conduits, transformers, meters, instrument transformers and enclosures, required for the delivery and measurement of the energy which is resold by the Customer to tenants. The Customer shall be responsible for the testing of the tenants' meters whether purchased new or used, before installation, at least once every three years after installation, and upon removal from service. Instrument transformers, when used, shall be tested before being placed in service, when removed from service, upon complaint, and when there is evidence of damage. The accuracy of such meters and instrument transformers shall be maintained within the limits as prescribed by Michigan Public Service Commission in the Technical Standards for Electric Service as referenced in the Rate Book. Records of all test results shall be maintained by the Customer during its use of the meters and for an additional period of one year thereafter. When requested, the Customer shall submit certified copies of the meter test results and meter records to the Company.
6. Said Customer shall render a bill once during each billing month to each tenant in accordance with an approved rate schedule of the Company. Every bill rendered by the Customer shall specify the following information: the amount due for energy use, the amount due for other authorized charges, the rate code, the due date, the beginning and ending meter readings of the billing period and dates thereof, the difference between the meter readings, the power supply cost recovery factor, the subtotal of the bill before taxes, amount of sales tax, other local taxes where applicable, any previous balance and the total amount due. The due date shall be twenty-one days following the date of rendering the bill.
7. The billing of each of the Customer's tenants shall be audited once annually by month end each February for the previous calendar year. The Company shall notify the Customer in writing of the audit requirement approximately ninety calendar days prior to the final date when the audit report must be filed with the Company. The Customer shall submit a copy of the results of such audit to the Company in a form approved by the Company.
8. At the request of a tenant, and not more frequently than once every twelve months, the Customer shall review the tenant's usage of electrical service to determine if the tenant is being billed on the appropriate rate. When the review of nonresidential tenant usage requires the use of test metering equipment, the test will be made by the Customer installing appropriate demand and kilowatt-hour meters of assured accuracy for a period of not less than fifteen calendar days. The results of such reviews shall be made available to the Company upon request.

9. In order to assure that each tenant will receive service from the Customer similar to that which would be available from the Company under like conditions, the Customer agrees that:
 - (a) Each tenant shall be supplied with an electrical system adequate to meet the needs of said tenant with respect to the nature of service, voltage level and other conditions of service.
 - (b) Examination copies of the rates applicable to the service supplied to each tenant will be made available on request.
10. The service rates charged the Customer's tenants pursuant to Paragraph 4 above will be the sole charges assessed to the tenants for electric service. Costs incurred by the Customer in testing tenants' meters, in auditing tenants' billings, in load testing for the determination of appropriate tenant rates, in enlarging tenants' service entrances, and any other costs incurred by the Customer in offering tenants service similar to that available from the Company under like conditions shall be borne by the Customer.
11. It is further agreed that:
 - (a) Electric service furnished hereunder shall not be transmitted off the Customer's premises or shared or resold by the Customer other than to the Customer's said tenants occupying said premises, nor shall such energy be used as auxiliary or standby to any other source of power supply.
 - (b) Service to the Customer shall be governed by the Company's Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereto as may be filed with and approved by the Michigan Public Service Commission during the term hereof. A copy of Rule C4.4 thereof entitled "Resale" is hereto attached. Upon request, the Company will furnish to the Customer a copy of the Company's current Rate Book, which includes copies of the Company's current standard rates applicable to the service supplied to the Customer's tenants.
 - (c) Except as to the capacity and minimum charges payable by the Customer, prescribed in said attached rate schedule, 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.
 - (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 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.
12. Additional Terms: