



CONTRACT FOR ELECTRIC SERVICE –
CATV (CABLE TELEVISION)

Agreement, made this ___ day of ___, ___, between CONSUMERS ENERGY COMPANY, herein termed the Company, and ___ herein termed the Customer, as follows:

- 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 CATV Power Supply Units which are listed in Section 4 hereof. Said CATV Power Supply Units shall be used for the sole purpose of energizing the Customer’s audio and/or video signal amplifying equipment. Said CATV Power Supply Units are to be installed by the Customer on poles owned by the Company or on poles (herein called “foreign poles”) owned by other parties, on which electric distribution facilities are now or hereafter installed by the Company. Said poles are listed in Section 4 hereof. Notwithstanding the forgoing, nothing in this agreement shall be deemed to grant the Customer permission to install its said CATV Power Supply Units or any other equipment on poles owned by the Company or on foreign poles, it being the intent hereof that such permission shall be the subject of other agreements between the Customer and the Company and between the Customer and the owners of the foreign poles.
2. The electric energy to be supplied shall be alternating current, single phase, 60 hertz, at nominal 120 volts. Delivery shall be made at one mutually agreeable location on each pole listed in Section 4 hereof. All energy transmitted by the Customer from its said CATV Power Supply Units shall be transmitted at a voltage not in excess of 89 volts.
3. The Customer shall pay for such energy in accordance with the Company’s Unmetered Service Rate “UR”, a copy of which is attached hereto and made a part hereof, and in accordance with such future revisions and amendments thereof, supplements thereto or substitutes therefor as may be filed with and approved by the Michigan Public Service Commission from time to time. The Customer agrees that it will not change the capacity requirements of its said CATV Power Supply Units without first notifying the Company in writing of such changes and the date that they will be made.
4. Delivery of energy by the Company to the Customer shall be made at the locations and for the CATV Power Supply Units listed below:

Table with 3 columns: Location of Poles, Quantity, Manufacturer and Identification (Type, Model, Etc), and Manufacturer’s Rated Input Capacity of Each Power Supply Unit in Watts.

5. 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 Standard Electric Rules and Regulations and such future revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy thereof will be furnished to the Customer upon request.
- c. Except as to any minimum charges payable by the Customer, prescribed in said rate, 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 Standard Electric Rules and Regulations.
- d. This agreement will extend for an initial term of one year from the ____ day of ____, ____, 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, which notice may be given at any time.
- 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 service provided for in this agreement except as contained herein. This agreement shall not be transferred by the Customer or otherwise alienated without the Company's written consent.

IN WITNESS WHEREOF, said parties have executed this agreement, in duplicate, by their duly authorized representatives.

CONSUMERS ENERGY COMPANY

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____