



**CONTRACT FOR GENERAL SERVICE  
PRIMARY TIME-OF-USE RATE GPTU**

**PART I**

Effective Date of Agreement: \_\_\_\_\_  
(Month/Day/Year)

Company:  
**CONSUMERS ENERGY COMPANY**  
a Michigan Corporation

Customer: \_\_\_\_\_  
(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)

SERVICE CHARACTERISTICS	
Service Location Name	Phase (60 Hertz)
Service Address	Voltage Level (CVL 1,2,3)
Service Address City	Capacity Reserved (kW)
Service Address Township	Substation Ownership Credit <input type="checkbox"/> Y <input type="checkbox"/> N
Service Address County	Self-Generation Provision (SG) <input type="checkbox"/> Y <input type="checkbox"/> N

Initial Term: \_\_\_\_\_ year(s) beginning with the Effective Date of the 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 GENERAL SERVICE PRIMARY TIME-OF-USE RATE GPTU  
TERMS AND CONDITIONS**

**PART II**

1. The Company agrees to supply, and the Customer agrees to purchase hereunder, all the electric energy for the operation of the Customer's Facility described in Part I but not in excess of the capacity reserved amount identified in Part I according to the General Service Primary Time-of-Use Rate GPTU (GPTU) as specified in the Company's Electric Rate Book. 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.
2. Service under this rate shall be alternating current, 60-Hertz, single-phase or three-phase (at the Company's option) Primary Voltage service. The Company will determine the particular nature of the voltage in each case. Where service is supplied at a nominal voltage of 25,000 Volts or less, the customer shall furnish, install and maintain all necessary transforming, controlling and protective equipment. Where the Company elects to measure the service at a nominal voltage above 25,000 Volts, 1% shall be deducted for billing purposes, from the demand and energy measurements thus made. Where the Company elects to measure the service at a nominal voltage of less than 2,400 Volts, 3% shall be added for billing purposes, to the demand and energy measurements thus made. Interval Data Meters are required for service under this rate. Meter reading will be accomplished electronically through telecommunication links or other electronic measuring equipment available to provide the Company with the metering data necessary for billing purposes.
3. 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.
4. The Customer shall pay for such energy in accordance with Company's GPTU tariff and applicable provisions 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 this Agreement. Unless otherwise specified, rate change becomes effective with the beginning of the customer's next full month's billing cycle.
5. **Schedule of Hours:**  
The following schedule shall apply Monday through Friday (except holidays designated by the Company):

**Summer:**

Off-Peak Hours: 12:00 AM to 6:00 AM and 11:00 PM to 12:00 AM  
Low-Peak Hours: 6:00 AM to 12:00 PM and 7:00 PM to 11:00 PM  
Mid-Peak Hours: 12:00 PM to 2:00 PM and 5:00 PM to 7:00 PM  
High-Peak Hours: 2:00 PM to 5:00 PM

**Winter:**

Off-Peak Hours: 12:00 AM to 2:00 PM and 9:00 PM to 12:00 AM  
Mid-Peak Hours: 2:00 PM to 4:00 PM and 7:00 PM to 9:00 PM  
High-Peak Hours: 4:00 PM to 7:00 PM

Weekends and holidays are off-peak. Designated Company holidays are: New Year's Day – January 1; Memorial Day – Last Monday in May; Independence Day – July 4; Labor Day – First Monday in September; Thanksgiving Day – Fourth Thursday in November; and Christmas Day – December 25. Whenever January 1, July 4 or December 25 fall on Sunday, extended holiday periods such as Monday, January 2, Monday, July 5 and Monday, December 26 shall not be considered as holidays for application of off-peak hours.

6. 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) Except as to the capacity and minimum charges payable by the Customer, prescribed in said rate, 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.
- (c) 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.
- (d) The Customer shall furnish, without cost to the Company, a suitable site on its premises at each plant location listed in Part I for 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 Company-owned 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.
- (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.

7. Additional Terms: