

ELECTRIC SERVICE AGREEMENT
GENERAL PRIMARY SERVICE WITHIN THE
STATE OF MICHIGAN

THIS AGREEMENT made this _____ day of _____, 20____, by and between Wisconsin Electric Power Company, d/b/a We Energies, hereinafter referred to as the **Company**, and _____, hereinafter referred to as the **Customer**.

WITNESSETH:

The parties hereto, each in consideration of the agreements of the other, agree as follows:

1. The **Company** will supply three-phase, 60 hertz, alternating current electric service to the **Customer** at _____, _____, Michigan, at approximately _____ volts, for the magnitude and character of load now existing or proposed, having a measured demand of not more than _____ kilowatts as defined in the General Primary Rate Schedule. The **Company** will deliver such service at one point on the premises of the **Customer** nearest the lines of the **Company**.

2. The **Customer** shall furnish and install the transformation and associated equipment necessary to receive service. The **Customer** shall be responsible for the operation, repair and maintenance of such equipment.

3. If the **Customer** at some future date increases its load so that the demand therefrom exceeds the above stated amount, or makes a change in the character of its load (such as would result from the use of large motors, arc furnaces or electric welders), the **Company** may at its option specify a higher voltage for the increased load or load of a different character, and the **Customer** shall have the following options:

- a. Taking the added requirements at the higher voltage and being billed at two points.
- b. Being billed for service at one point at the higher voltage by installing a new high voltage substation.

4. The **Customer** shall receive and pay for service furnished hereunder in accordance with the terms and conditions of the **Company's** General Primary Rate Schedule applicable at the time service is being rendered (a copy of the current issue of which is attached hereto), but in no case shall the **Customer** pay for less than the minimum kilowatts of measured demand specified in the General Primary Rate Schedule.

5. The **Customer** may be billed under the Large General Secondary Rate (Cg3) for up to one (1) year after the **Company** first furnishes service hereunder, or until the **Customer** reaches the minimum demand specified for the General Primary Rate, whichever occurs sooner.

6. The **Company** will use reasonable diligence to provide an uninterrupted and regular supply of power but it shall not be liable for interruptions, deficiencies or imperfections of service. The **Company** may suspend temporarily the delivery of service when necessary for the purpose of making changes and improvements upon any part of the generation or distribution systems.

7. The **Customer** shall furnish and install any protective devices such as time-delay under-voltage relays, phase reversal relays, devices to protect against unbalanced phase operation of three-phase equipment and other devices necessary to prevent damage to utilization equipment which might result from imperfections in the power supply.

8. This Agreement shall be subject to the **Company's** Rules and Regulations on file with the Michigan Public Service Commission and to such filed changes in the Rules and Regulations and the General Primary Rate Schedule as may become effective. The **Customer** shall not sell service purchased hereunder to any other person unless authorized by the Michigan Public Service Commission per paragraph II.C.4 of such filed Rules and Regulations.

9. If the **Customer** defaults in any of its obligations contained herein, the **Company** may suspend the delivery of power. Such suspension, however, shall not interfere with enforcement by the **Company** of any other legal right or remedy. No delay by the **Company** in enforcing any of its legal rights hereunder shall be deemed a waiver of such rights; nor shall a waiver by the **Company** of one of the **Customer's** defaults be deemed a waiver of any other or subsequent defaults.

10. This Agreement shall become effective when the **Company** first furnishes service hereunder and shall continue in force until terminated upon six (6) months' notice in writing, given by one of the parties to the other.

11. This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their
duly authorized representatives as of the date first above written.

By _____

Title _____

(Customer Name)

By _____

Title _____

WISCONSIN ELECTRIC POWER COMPANY

Revised 03/03