



## SCHOOL SERVICE RATE S AGREEMENT

This School Service Rate S Agreement (“Agreement”) is entered into and between DTE Gas Company (“DTE”) and \_\_\_\_\_ (“Customer”).

### SECTION 1 – PARTIES:

<p><b>DTE:</b> DTE Gas Company</p> <p><b>Notices:</b></p> <p><b>Account Manager:</b></p> <p><b>Phone:</b></p> <p><b>Email:</b></p>	<p><b>Customer:</b></p> <p><b>Notices:</b></p> <p><b>Phone:</b></p> <p><b>Email:</b></p>
--	--

### SECTION 2 – GENERAL PROVISIONS:

1. DTE agrees to deliver gas to Customer for use in the school building or buildings (“Contiguous Facilities” as defined in the Rate Book) located at \_\_\_\_\_ in \_\_\_\_\_, Michigan, which shall be purchased by Customer in accordance with this Agreement, including Attachment A, if applicable, and the DTE Gas Company Rate Book for Natural Gas Service (“Rate Book”), as revised from time to time by the Michigan Public Service Commission (“MPSC”).
2. The “Initial Term” of this Agreement shall commence on \_\_\_\_\_ (“Effective Date”) and terminate on \_\_\_\_\_.
  - a. Thereafter, the term of this Agreement shall automatically extend for successive periods of one year (“Extension Term”), unless and until terminated pursuant to Section 2.2.b.
  - b. This Agreement may be terminated by either party as follows:
    - i. At the end of the Initial Term or any Extension Term.
    - ii. Termination of this Agreement requires written notice 30 days prior to the end of the Initial Term or 30 days prior to the end of any Extension Term.
3. Customer’s annual estimated usage is \_\_\_\_\_ MMBtu.
4. Customer shall pay any assessments, surcharges, taxes and tariffs, however designated, levied, or charged resulting from this Agreement, including, without limitation, all state and local privilege or excise taxes and any amount in lieu of such taxes, tariffs and duties paid by DTE (all collectively referred to as “Taxes and Assessments”), exclusive however of taxes based on the net income of DTE, property taxes, and DTE’s Michigan Corporate Income Tax. Customer shall reimburse DTE for any Taxes and Assessments which are collected and remitted or paid on Customer’s behalf by DTE because of Customer’s failure to pay.

5. Customer is responsible for all costs associated with construction of additional DTE facilities which may be required to serve changes in Customer's operations or natural gas load, pursuant to the Rate Book including but not limited to changes in Standby Service, delivered natural gas pressure (elevated natural gas pressure), and/or hourly natural gas flow rating approved by DTE.
6. The entire agreement between the parties shall consist of this Agreement, including Attachment A attached hereto, if applicable, together with the Rate Book (together referred to as the "Agreement"). Any prior understandings, representations, promises, undertakings, agreements or inducements, whether written or oral, concerning the subject matter hereof not contained herein shall have no force and effect. The Agreement may be modified or amended only by writing duly executed by both parties.
7. Unless otherwise specified, the terms in this Agreement shall have the meaning set forth in the Rate Book.

***SECTION 3 – CHARGES:***

Per School Service Rate S, of the Rate Book.

***SECTION 4 – REMOTE METERING SERVICE:***

1. Customer  has  has not elected Remote Metering Service ("Remote Metering") which shall be provided in accordance with the Rate Book and Attachment A.
2. Customer shall pay a monthly charge for Remote Metering per the Rate Book.

***SECTION 5 – STANDBY SERVICE:***

1. Customer and DTE agree that Standby Service  will  will not be provided under this Agreement in accordance with the Rate Book.
2. Customer's "Standby Nameplate Rating" shall be equal to \_\_\_\_\_ MMBtu per hour.
3. Customer shall pay a monthly charge for Standby Service per the Rate Book.

**SECTION 6 – ADDITIONAL PROVISIONS:**

--

**SECTION 7 – SIGNATURES:**

DTE Gas Company:	Signature: _____ Printed Name: _____ Title: _____ Signature Date: _____
Customer:	Signature: _____ Printed Name: _____ Title: _____ Signature Date: _____

**ATTACHMENT A**

**SCHEDULE OF REMOTE METERS**

<u>Service Address</u>	<u>Service Address Description (e.g.: Boiler Plant)</u>	<u>Meter Number (or its replacement)</u>