



Contract Type: Optional Rate **INSERT ST, LT, XLT, or XXLT**
Contract No.:

End-Use Gas Transportation Agreement

This End-Use Gas Transportation Agreement is entered into and between DTE Gas Company (“DTE”) and _____ (“Customer”).

SECTION 1 – PARTIES:

<p>DTE: DTE Gas Company</p> <p>Notices:</p> <p>Account Manager:</p> <p>Phone:</p> <p>Email:</p>	<p>Customer:</p> <p>Notices:</p> <p>Phone:</p> <p>Email:</p>
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SECTION 2 – DELIVERY POINT(S):

Customer’s Delivery Point(s) are specified below (one or more Delivery Point(s) are referred to herein as the “Customer’s Facility”):

SECTION 3 – GENERAL PROVISIONS:

1. DTE agrees to provide natural gas transportation service to Customer in accordance with this Gas Transportation Agreement, 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”), including the General Provisions and Definitions, and Transportation Service Rate - Optional Rate **INSERT ST, LT, XLT OR XXLT**, together with the attached Schedule for Remote Meter reading, if applicable (collectively the “Agreement”).
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 3.2.b.

- b. This Agreement may be terminated by either party at the end of the Initial Term or any Extension Term. 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.
- c. Notwithstanding the foregoing, Customer may request a return to a non-transportation service rate pursuant to the Rate Book.
3. Annual Contract Quantity (“ACQ”): Customer’s ACQ shall be initially set at _____ MMBtu, unless modified pursuant to the Rate Book.
4. Maximum Daily Quantity (“MDQ”): Customer’s MDQ shall be initially set at _____ MMBtu, unless modified pursuant to the Rate Book.
5. Customer shall cause Customer’s full requirements of natural gas to be delivered to DTE at the Receipt Point(s). In no way does the designation of an ACQ modify Customer’s obligation under this Agreement to have DTE transport the full natural gas requirements for Customer’s Facility.
6. Customer is responsible for all costs associated with construction of additional DTE facilities, per the Customer Attachment Program defined in the Rate Book, which may be required to serve changes in Customer’s operations or natural gas load, including but not limited to changes in the stated ACQ, MDQ, Standby Service, or delivered natural gas pressure (or elevated natural gas pressure), and/or hourly natural gas flow rating approved by DTE unless otherwise agreed upon by the parties in writing.
7. 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.
8. During the Initial Term or any Extension Term of this Agreement, Customer shall not directly or indirectly interconnect or agree to receive service from another provider of natural gas transportation and/or distribution service. If Customer contracts with a third party to deliver natural gas to Customer’s Facility, then DTE may cancel this Agreement according to all applicable provisions in the Rate Book. Customer will be required to pay DTE as liquidated damages and not as a penalty, a settlement payment equal to the sum of the Transportation Charges and Monthly Customer Charges that DTE would have received from the time of cancellation to the expiration date of this Agreement, which shall be the latter of the termination date of the Initial Term or the termination date of any Extension Term.
9. If at any time during the term, the MPSC changes the Maximum and Minimum Rates under the appropriate Optional Rate provision such that Customer’s rate is no longer within the Optional Rate range provision, then DTE shall charge Customer the Optional Maximum Rate under the Transportation Service Rate identified in Section 3.1 above unless otherwise agreed to by the parties.

10. Customer acknowledges that the Transportation Charge and Additional Provisions, if any, are confidential and were negotiated by the parties based on the unique characteristics of Customer's Facility and its anticipated natural gas load requirements ("Confidential Terms"). Customer may disclose the Confidential Terms (a) on a strictly "need to know" basis to its employees and third party energy consultants/managers (collectively "Customer Representatives") provided that the Customer Representative agrees to maintain the confidentiality of such information, and (b) when such disclosure is required by law provided that Customer requests confidential or privileged treatment under applicable statutes, rules and regulations and provides reasonable notice to DTE prior to such disclosure. Customer shall be responsible for any breach of Confidential Terms by any Customer Representative. Any unauthorized disclosure of the Confidential Terms will terminate, from the date the Confidential Terms are disclosed, any Optional Rate reflected in the Transportation Charge stated below, such that for the remaining term of this Agreement, Customer shall pay the Maximum Optional Rate applicable for the Transportation Service Category under which the Customer is taking transportation service.
11. The entire agreement between the parties shall consist of this Agreement, including any Attachments, attached hereto if applicable, and 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 as agreed in writing by both parties.
12. If for any reason DTE determines that services or rates provided under this Agreement fail to conform to any laws, orders or regulations, DTE may, upon notice to Customer, terminate this Agreement. DTE shall not be liable to Customer for any damages or losses Customer might suffer due to suspension, discontinuance or termination of the services pursuant to this Agreement.
13. Unless otherwise specified, the terms in this Agreement shall have the meanings set forth in the Rate Book.

SECTION 4 – RECEIPT POINT(S):

DTE shall receive natural gas from Customer at the Receipt Point(s) posted on DTE's website, as amended by DTE from time to time, unless specified otherwise in this Agreement.

SECTION 5 – REMOTE METERING SERVICE:

Customer's Remote Metering Service ("Remote Metering") shall be provided in accordance with the Rate Book and this Agreement as follows:

- for Transportation Service Rates XLT and XXLT, Remote Metering is mandatory.
- for all other Transportation Service Rates, Remote Metering is optional, and Customer elects such service; or as required by Company as part of the Customer's Standby Service election.

Or

- Remote Metering is optional, and Customer declines such service.

If applicable, the Attachment A schedule identifies the remote meters for such service. All electronic data obtained from Remote Metering is solely intended for use by Customer and is not used for measuring the volume of gas used for billing purposes by DTE. If volume differences occur between electronic data and the monthly billing statement, the technical standards in the Administrative Rules shall control.

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SECTION 6 – STANDBY SERVICE:

Customer and DTE agree that Standby Service will not be provided under this Agreement.
 will be provided under this Agreement in accordance with the Rate Book.

SECTION 7 – CHARGES

Monthly Customer Charge:	Per Transportation Service Rate: [INSERT ST, LT, XLT, XXLT] of the Rate Book.
Transportation Rate:	Per Transportation Service Rate: Optional Rate [INSERT ST, LT, XLT, XXLT] of the Rate Book.
Remote Electronic Meter Reading Charge (if applicable per Section 5 above):	<input type="checkbox"/> Per Transportation Service Rate [INSERT ST, LT, XLT, XXLT] of the Rate Book.
Standby Service Charge (if applicable per Section 6 above):	Per Transportation Service Rates of the Rate Book. <input type="checkbox"/> “Standby Nameplate Rating” shall be equal to _____ MMBtu per hour. Or <input type="checkbox"/> SMDQ (“Standby Maximum Daily Quantity”) shall be equal to _____ MMBtu per day.

SECTION 8 – ADDITIONAL PROVISIONS:

SECTION 9 – 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>