



Contract #  
Amendment #

**INTRASTATE FIRM SERVICES TRANSACTION  
EXHIBIT A**

**Type of Service:**

<p><b>DTE:</b> DTE Gas Company</p> <p><b>Attention:</b></p> <p><b>Phone:</b></p> <p><b>Email:</b></p>	<p><b>Customer:</b></p> <p><b>Attention:</b></p> <p><b>Phone:</b></p> <p><b>Email:</b></p>
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1. The gas transportation or storage service (“Service”) provided hereunder is governed by the General Services Agreement # dated between DTE Gas Company (“DTE”) and Customer. DTE agrees to provide and Customer agrees to pay for such Service.
2. This Exhibit, the General Services Agreement and DTE’s Rate Book on file with the MPSC, as amended from time to time, (together referred to as the “Agreement” or the “Contract”) are the entire agreement between the parties concerning the subject matter hereof. 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 Contract may be modified or amended only by writing duly executed by both parties.
3. The term for the Service provided under this Exhibit shall be effective on and terminate on.

**EXCHANGE SERVICE:**

1. Exchange Service is defined as a contemporaneous exchange of gas on a Gas Day where delivery by DTE is at an interconnection point with an intrastate pipeline or local distribution company within Michigan, or at an international interconnection point with a pipeline operating outside national boundaries (referred to individually and collectively as “non-interstate pipelines”).
2. DTE and Customer agree that DTE’s obligation to deliver gas at an agreed-upon point of delivery to a non-interstate pipeline shall be subject to acceptance of such gas by such pipeline. To the extent the non-interstate pipeline is unable or unwilling to accept such quantities or otherwise effectuate the transfer of gas at the designated delivery point, regardless of cause (including but not limited to nomination errors), this shall not be deemed a failure to deliver gas by DTE unless attributable solely to DTE’s negligence. Customer shall remain obligated to deliver gas to DTE at the agreed-to receipt point, and Customer shall reimburse DTE for all costs incurred as a result.
3. DTE and Customer agree that DTE’s obligation to receive gas at an agreed-upon point of receipt shall be subject to delivery of the gas by the interconnecting pipeline. To the extent such pipeline is unable or unwilling to deliver such quantities or otherwise effectuate the transfer of such gas at the designated receipt point, regardless of cause (including but not limited to nomination errors), this shall not be deemed a failure to receive gas by DTE unless attributable solely to DTE’s negligence. DTE shall not be required to deliver gas to Customer at the agreed-to delivery point, and Customer shall reimburse DTE for all costs incurred as a result.
4. If, on any day, DTE receives from Customer a quantity of gas that does not equal the quantity of gas that DTE

delivers to Customer, DTE shall have the right to impose a penalty equal to the charge specified in the Imbalance Section of Service Rate TOS-F of DTE's Rate Book, and shall have the right to terminate this Contract.

5. DTE will not provide "intraday" nominations for Exchange Service except in its sole discretion.

**RECEIPT POINT(S):**

<u>Interconnect Company</u>	<u>Interconnect Name</u>	<u>MDQ</u>
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<b>Receipt Provisions:</b>	Customer shall have the right to deliver gas quantities to DTE up to the MDQ each day through.
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**DELIVERY POINT(S):**

<u>Interconnect Company</u>	<u>Interconnect Name</u>	<u>MDQ</u>
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<b>Delivery Provisions:</b>	DTE shall deliver gas quantities elected by Customer to Customer up to the MDQ on any day through.
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**CHARGES:**

<b>Transportation Charge:</b>	Demand Charge:	\$	per Dth
	Commodity Charge:	\$	per Dth
<b>Storage Charge:</b>	Demand Charge:	\$	per Dth
	Commodity Charge:	\$	per Dth
<b>Gas-In-Kind:</b>	Per DTE's Rate Book.		
<b>Penalty:</b>	Per DTE's Rate Book.		

**ADDITIONAL PROVISIONS:**

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Agreed to and Accepted this _____ Day of _____, 20__:	DTE:	Signature: _____ Printed Name: _____ Title: _____ Signature Date: _____
	Customer:	Signature: _____ Printed Name: _____ Title: _____ Signature Date: _____