



High Speed Internet (HSI) Agreement

Account Number: _____ Customer Name: _____

HSI Device #1 Serial Number: _____ HSI Device #2 Serial Number: _____

This agreement shall commence on the date that installation of the HSI circuit is completed. Customer agrees to retain HSI circuit for an initial period of twelve (12) months and thereafter on a month-to-month basis.

1. Stayton Cooperative Telephone Company, hereinafter referred to as SCTC, warrants that its HSI is free from defects in material and workmanship and agrees to replace any terminal unit, which is found to be defective during the initial twelve (12) month period. Customer agrees during the initial twelve (12) month period to hold harmless and indemnify SCTC from property damage to the HSI device described herein incurred by electrical power surges.
2. After the initial twelve (12) months, the monthly service charges for the circuit will not be increased by SCTC without thirty (30) days prior written notice. In the event of such an increase. Customer may terminate this agreement on 5 working days written notice.
3. This agreement, and the service furnished hereunder, cannot be sold, assigned or sublet.
4. If Customer is not the owner of the premises to be served by this contract, Customer agrees to indemnify and hold SCTC harmless from any and all claims of such owner arising out of the performance of this contract.
5. After the initial twelve (12) months period, customer may terminate HSI service for any reason on five (5) days notice in writing. If such notice is not provided, SCTC may hold, as forfeit, the Customer's final month service charge. Attempts by SCTC to act upon notice, which does not comply with the provisions of the contract, do not constitute a waiver of the notice provisions contained herein.
6. Unless otherwise specified, the HSI device shall remain the property of SCTC during the initial six (6) month period. Following six (6) months of continuous, uninterrupted service, Customer shall own the HSI device. If service is terminated prior to the end of the six (6) month period, Customer agrees to return the HSI device to the SCTC office during regular business hours. If any refunds are due, HSI device must still be returned to SCTC within the time frame set forth above. In the event the equipment is lost, stolen, destroyed or damaged to an extent which requires greater than major repair, Customer agrees to pay SCTC the current retail value of the HSI device for damages incurred by SCTC. It is agreed that repair costs equal to or exceeding the value of the HSI device are major repairs. Repairs costing less than those associated with major repair may be charged to Customer at actual repair cost. The current retail prices are as follows:

Device #1 Brand _____ Model _____ Price \$ _____

Device #2 Brand _____ Model _____ Price \$ _____

7.
 - a. If service is terminated prior to the end of the initial twelve (12) month period, it is agreed that any promotional credits offered by SCTC will be deemed null and void and that the amount of any such credits previously credited to Customer's account may be charged to Customer by SCTC.
 - b. If service is terminated prior to the end of the initial six (6) months of service, it is agreed that an early termination charge of \$25.00 may be charged to Customer by SCTC.
8. SCTC shall not be liable for any inconvenience, loss, liability, or damage resulting from any failure or interruption of signal service, regardless of the reason for said failure or interruption. SCTC is not responsible for the operation, maintenance, service or repair of Customer's hubs or other network components. computer. computer peripheral equipment or telephony equipment.

9. Customer shall notify SCTC of any change of occupancy or ownership of premises immediately on such transfer of ownership or tenancy.
10. This agreement including the provision herein constitutes the entire agreement of the parties. No representation, guarantee or warranty made by any agent of SCTC shall be binding upon SCTC unless provided herein. All provisions herein shall be binding upon SCTC unless provided herein. All provisions herein shall be binding upon the heirs, executors and legal representatives of the parties. This agreement is not binding on either party unless approved and accepted by SCTC.
11. Customer grants to SCTC the right to enter upon and over the premises at the Customer's address at reasonable times for purposes of connecting service, and/or inspecting, adjusting, repairing, moving or removing facilities or equipment. SCTC will attempt to notify customers prior to entering the premises. Customer agrees not to move, disturb, alter, or change, any of the locations of SCTC's material or facilities: and also, not to connect or attach any equipment to any of SCTC's facilities. SCTC facilities consist of all facilities up to the point of demarcation at which point Customer takes ownership of inside wiring.
12. In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sums that the court may judge reasonable as attorney's fees at trial or on appeal of such suit or action in addition to other sums provided by law.
13. Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to HSI circuit, the maintenance and service charge, or any of them by reason of this agreement or any amendment thereto.
14. Customer agrees to pay monthly, at rates established by SCTC, for providing the HSI circuit. Customer agrees to pay any nonrecurring charges incurred at established rates for non-recurring charges under the company's price schedule. Customer's failure to pay said sums, or upon any other breach of this contract gives SCTC the right to disconnect service to Customer. SCTC may also request permission to remove its facilities. Delinquent accounts may be subject to a finance charge of 1½ percent per month.
15. This agreement may be modified by SCTC by providing thirty (30) days prior written notice to Customer. Provided, however, that Customer shall retain his right to terminate this agreement on five (5) working days written notice.

Customer Signature _____ Date _____

SCTC Approval _____ Date _____

Non Recurring Charges & Credits

Modem Charge \$ _____
 Router Charge \$ _____
 Activation Fee \$ _____
 Activation Credit \$ _____

Recurring Monthly Charges

Monthly Rate \$ _____

SPECIAL PROMOTIONAL CONDITIONS

CSR Initial _____

Customer Initial _____

 Your first bill following installation will include prorated charges from the date your service is activated through _____ plus a full charge for the month of _____.

Service will be activated in approximately _____ business days.

Revised 09.21.12

